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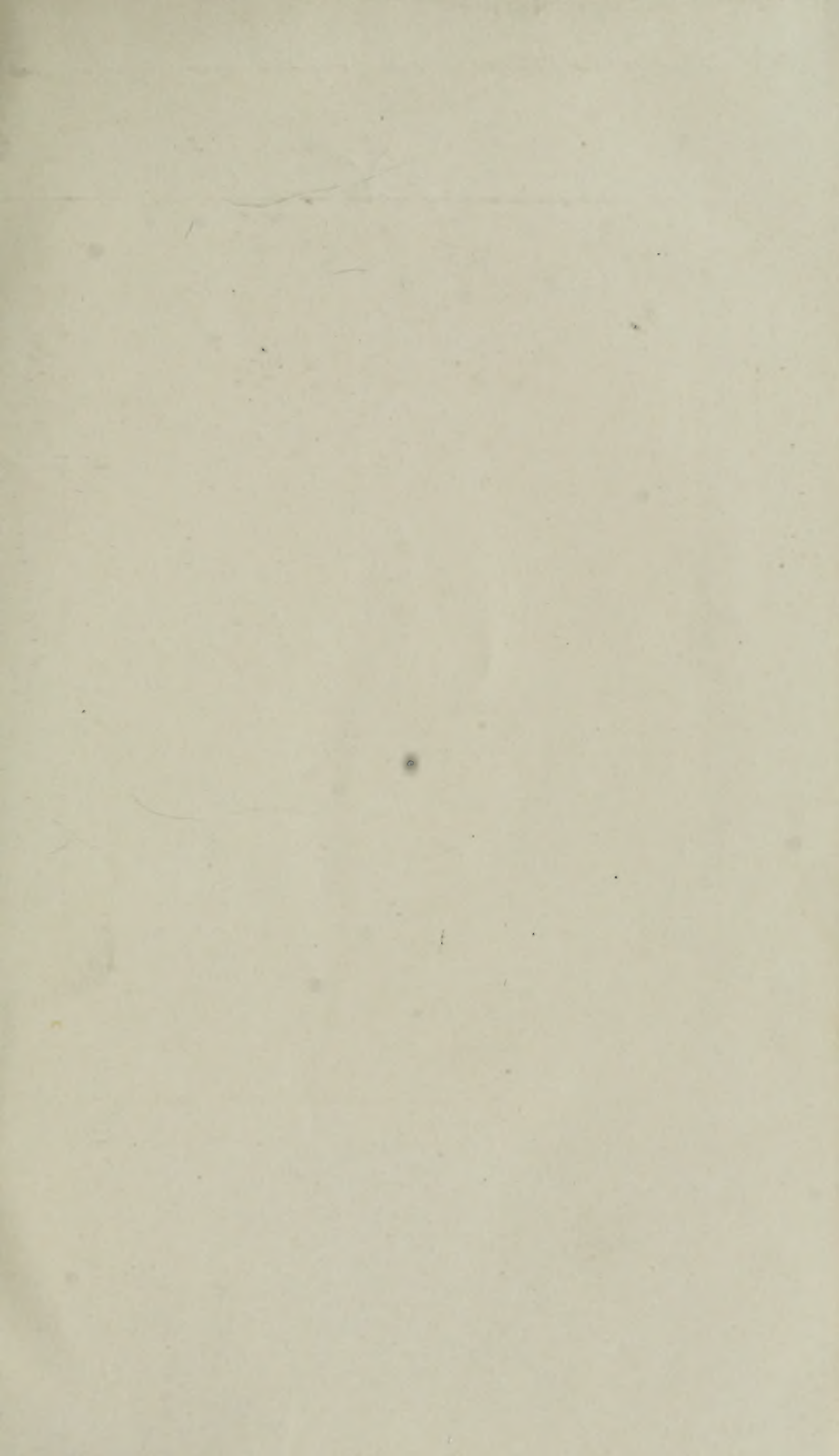
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**United States**  
**Circuit Court of Appeals**  
**For the Ninth Circuit.**

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THE FRANKFORT MARINE, ACCIDENT &  
PLATE GLASS INSURANCE COMPANY,  
a Corporation,

Plaintiff in Error,

vs.

JOHN B. STEVENS & COMPANY, a Corporation,

Defendant in Error.

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**Transcript of Record.**

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Upon Writ of Error to the United States District Court  
of the Western District of Washington,  
Southern Division.

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**Filed**

**JUL 1 - 1914**

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**F. D. Monckton,**  
FILMER BROS. CO., PRINT. 330 JACKSON ST., S. F., CAL. **Clerk.**



United States  
Circuit Court of Appeals  
For the Ninth Circuit.

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# INDEX TO THE PRINTED TRANSCRIPT OF RECORD.

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

	Page
Amended Answer.....	6
Amended Complaint.....	3
Answer, Amended.....	6
Assignment of Errors.....	24
Attorneys' Names and Addresses of.....	1
Bill of Exceptions.....	44
Certificate of Clerk U. S. District Court to Transcript of Record.....	186
Citation on Writ of Error (Copy).....	185
Citation on Writ of Error (Original).....	190
Complaint, Amended.....	3
DEPOSITION ON BEHALF OF PLAINTIFF:	
MOORE, W. H.....	52
Cross-examination... ..	56
Redirect Examination.....	61
Recross-examination .....	64
DEPOSITIONS ON BEHALF OF DEFENDANT:	
MERRILL, I. B. ....	76
Cross-examination .....	80
RAMM, W. C.....	85

Index.	Page
Exception I.....	55
Exception II.....	78
Exception III.....	136
Exception IV.....	136
Exception V.....	137
Exception VI.....	137
Exception VII.....	139
Exception VIII.....	169
Exception IX.....	170
Exception X.....	173
Exception XI.....	174
Exception XII.....	175
Exception XIII.....	176
Exception XIV.....	177
Exception XV.....	178
Exception XVI.....	178
Exception XVII.....	179
Exception XVIII.....	179
Exception XIX.....	179
Exception XX.....	180
Exception XXI.....	181
Exception XXII.....	180
Exception XXIII.....	181
Excerpts from Deposition of W. H. Moore, for Plaintiff, in Rebuttal.....	98
EXHIBITS:	
Plaintiff's Exhibit No. 1—Complaint.....	45
Plaintiff's Exhibit No. 2—Insurance Policy	49
Plaintiff's Exhibit No. 4—Answer .....	116
Defendant's Exhibit "A"—Complaint ....	119
Defendant's Exhibit "B"—Reply.....	124

Index.	Page
Instruction Regarding Conversation at Hospital	79
Instructions.....	140
Judgment.....	16
Motion for a Nonsuit, etc.....	74
Names and Addresses of Attorneys .....	1
Order Allowing Writ of Error and Fixing Bond	41
Order Approving Bond and Directing the Issu- ance of the Writ of Error.....	42
Order Certifying, Approving and Allowing Bill of Exceptions.....	181
Order Extending Time to File Bill of Excep- tions.....	23
Order Overruling Motion for a New Trial.....	23
Petition for New Trial.....	17
Petition for Writ of Error.....	40
Rebuttal.....	97
Record of Trial—December 9, 1913.....	13
Record of Trial—December 10, 1913.. .....	14
Record of Trial—December 11, 1913.....	15
Reply to Amended Answer to Amended Com- plaint.....	10
Stipulation as to Printing Record.....	1
Supersedeas Bond.....	43
Verdict.....	16

#### TESTIMONY ON BEHALF OF PLAIN- TIF:

BRADLEY, JAMES A. (in Rebuttal).....	107
COMSTOCK, MRS. H. C. (in Rebuttal)...	99
Cross-examination.....	100
COMSTOCK, H. C. (in Rebuttal).....	101
Recalled in Rebuttal.....	108



	Index.	Page
TESTIMONY ON BEHALF OF PLAINTIFF:		
—Continued:		
Cross-examination.....		108
Redirect Examination.....		115
Recross-examination.....		116
COMSTOCK, MRS. S. P. (in Rebuttal)...		100
STEVENS, JOHN B.....		64
Cross-examination .....		67
TESTIMONY ON BEHALF OF DEFEND- ANT:		
COLEMAN, JOHN A.....		95
Cross-examination.....		96
Recross-examination .....		96
Redirect Examination .....		97
da PONTE, MR. (in Surrebuttal).....		119
FITCH, J. F. ....		97
LA GASA, JAMES A.....		94
MERRILL, MRS. I. B. ....		83
Cross-examination.....		84
Recalled in Surrebuttal.....		132
Cross-examination.....		139
READ, WILMOT D.....		92
Cross-examination..		92
Redirect Examination.....		93
STEVENS, JOHN B. (Recalled Cross-ex- amination).....		81
TUTE, MRS. ETTA.....		94
Writ of Error (Copy).....		182
Writ of Error (Original) .....		187

### **Names and Addresses of Attorneys.**

ROBERT S. HOLT, Esquire, #714 Tacoma Building, Tacoma, Washington, and

U. E. HARMON, Esquire, #714 Tacoma Building, Tacoma, Washington,

Attorneys for Plaintiff in Error.

L. B. da PONTE, Esquire, N. P. Headquarters Building, Tacoma, Washington, and

J. W. QUICK, Esquire, N. P. Headquarters Building, Tacoma, Washington,

Attorneys for the Defendant in Error.

---

*In the District Court of the United States for the Western District of Washington, Southern Division.*

No. 1739-C.

THE FRANKFORT MARINE ACCIDENT &  
PLATE GLASS INSURANCE COMPANY,  
a Corporation,

Plaintiff in Error,

vs.

JOHN B. STEVENS & COMPANY, a Corporation,  
Defendant in Error.

### **Stipulation [as to Printing Record].**

In the above-entitled action, it is hereby stipulated and agreed, by and between the parties thereto, that in printing the record in this case the Clerk shall print:

1. Amended complaint, but not the exhibits thereto.
2. Amended answer to amended complaint.

3. Reply to amended answer to amended complaint.
4. Trial record.
5. Verdict.
6. Judgment.
7. Petition for a new trial.
8. Order extending time to file bill of exceptions.
9. Order overruling petition for a new trial.
10. Assignment of errors.
11. Petition for writ of error.
12. Order on petition, fixing bond, etc.
13. Order approving bond and allowing writ.
14. Bond.
15. Bill of exceptions.
16. This stipulation.
17. Writ of error. [1\*]
18. Citation.

That the Clerk shall not print the caption or the endorsements on the papers and proceedings except the filing mark of the Clerk.

R. S. HOLT and

U. E. HARMON,

HUDSON, HOLT & HARMON,

Attorneys for The Frankfort Marine, Accident &  
Plate Glass Insurance Company, a Corporation,  
Plaintiff in Error.

J. W. QUICK,

L. B. da PONTE,

Attorneys for John B. Stevens & Company, a Cor-  
poration, Defendant in Error.

(Filed Mar. 5, 1914.) [2]

*In the Circuit Court of the United States for the  
Western District of Washington, Western Division.*

No. —.

JOHN B. STEVENS & COMPANY,

Plaintiff,

vs.

THE FRANKFORT MARINE ACCIDENT &  
PLATE GLASS INSURANCE COMPANY,

Defendant.

**Amended Complaint.**

The amended complaint of the plaintiff for cause of action against the defendant alleges:

I.

That plaintiff is a corporation organized under the laws of the State of Washington, and has complied with all of the laws of said State, and has paid its license fee last due and is licensed to do business in this state, and was at the time of the commencement of this action and at all other times hereinafter referred to.

II.

That defendant is a corporation organized under the laws of the German Empire with power and authority to do an insurance and indemnity business, and to issue policies or contracts of indemnity indemnifying employers from legal liability and loss on account of personal injuries received by their employees, in consideration of premiums paid therefor.



## III.

That on or about the 17th day of November, 1908, in consideration of a premium of \$73.00 paid by plaintiff, defendant executed and delivered to plaintiff a certain contract [3] of insurance or indemnity, wherein and whereby defendant agreed and bound itself to indemnify plaintiff against loss arising from legal liability for damages on account of bodily injuries or death suffered by any employee of plaintiff resulting from any and every accident of whatsoever nature or cause happening in, upon or about the premises and in the business of plaintiff, not to exceed, however, the sum of \$5,000.00 for injury or death or any one employee, for the full period of one year from date of said policy, to wit, for the period commencing the 17th day of November, 1908, and ending the 17th day of November, 1909. And said policy further provided that in case of legal proceedings to enforce a claim against plaintiff covered thereby, that defendant would, at its own expense, undertake the defense of the same. And said policy is hereby referred to attached hereto as Ex. "B" and made a part hereof as fully as if set out herein.

## IV.

That while said policy was in full force and effect and on to wit, July 19, 1909, one I. B. Merrill, an employee of plaintiff, was injured, in, upon and about plaintiff's place of business, in the discharge and prosecution of his duties, and said injury was covered by and within the terms of said policy, and plaintiff was and is fully indemnified by the provisions there-

of. That subsequently, to wit, on or about the 29th day of October, 1909, said I. B. Merrill commenced an action against plaintiff in the Superior Court of Pierce County, Washington, seeking to recover damages from plaintiff on account of the injuries received in said accident, as will more fully appear from his complaint filed in said cause, a copy whereof is hereto attached and made a part hereof, marked Ex. "A." [4]

## V.

Plaintiff further alleges that upon the commencement of said action of I. B. Merrill against John B. Stevens & Company immediate notice thereof was given to defendant and summons and complaint served therein was delivered to defendant, with request to defend and care for the same as provided by said policy of insurance, but defendant wrongfully and without cause repudiated all liability upon its said contract and refused to accept said accident or to defend the same at its costs unless plaintiff would release it from liability for any judgment that might be rendered therein, and plaintiff was thereby forced to and did defend said action at its own costs, and thereby incurred and paid the reasonable and necessary sum of \$1,072.95. That said action was tried in said court and resulted in a verdict and judgment against plaintiff and in favor of I. B. Merrill in the sum of \$6,000.00 and over, and upon appeal to the supreme court of the State of Washington said judgment was affirmed, and thereafter plaintiff was forced to and did pay off and satisfy the same in full, including costs and the sum of \$250.00 inter-



est accruing on said judgment pending appeal, which sum is included in and a part of said sum of \$1,072.95, and said sum, amounting to \$6,072.95 is still due plaintiff from defendant in accordance with the terms and provisions of said policy of insurance.

VI.

Plaintiff further alleges that it duly performed each and everything *thing* required of it by said contract, and fully complied with all the terms thereof, but defendant wrongfully fails and refuses to comply therewith on its part, to plaintiff's damage in the sum of \$6,072.95. [5]

WHEREFORE plaintiff prays judgment against defendant in the sum of \$6,072.95, interest and costs.

L. B. da PONTE,  
Attorney for Plaintiff.

(Verification.)

(Exhibits "A" and "B" attached.)

(Filed Aug. 4, 1911.) [6]

---

**Amended Answer.**

Comes now the defendant in the above-entitled action, and for answer to the amended complaint of the plaintiff therein:

I.

Answering paragraph III thereof, defendant denies that for the consideration therein referred to, it executed and delivered to plaintiff a contract of insurance, or indemnity, whereby it agreed and bound itself to indemnify plaintiff in the manner set forth in the said paragraph, and whereby it agreed to undertake, at its own cost, the defense of the legal

proceedings to enforce a claim against the plaintiff in the manner set forth in the said paragraph; but defendant alleges that the said contract of insurance, or indemnity, provided, as a condition precedent to its indemnifying plaintiff against the said loss arising from legal liability, as well as the defense of the legal proceedings, therein referred to, at its own expense, that the plaintiff, upon the occurrence of an accident, whether any claim was made with respect thereto or not would immediately, and at the latest within ten days, give notice of said accident in writing to this defendant, as provided in said policy, and as set forth in clause 11, on page 1, of Exhibit "B" to the said complaint.

## II.

Answering paragraph IV of said amended complaint, defendant admits that while the said policy was in full force and effect, one I. B. Merrill, an employee of plaintiff, was injured in and upon the plaintiff's place of business and in the discharge of his duties, and as to the other allegations in said [7] paragraph contained, defendant denies any knowledge or information thereof sufficient to form a belief, except it admits that I. B. Merrill was injured on or before July 19, 1909, and except also, it denies positively that the plaintiff was, or is, fully, or otherwise indemnified on account of said accident by the provisions of the policy therein referred to.

## III.

Answering paragraph V of the said complaint defendant denies that, upon the commencement of the action of I. B. Merrill vs. John B. Stevens & Com-

pany, immediate notice thereof was given to this defendant, and it denies that it wrongfully or without cause repudiated liability upon the said contract, but it admits that the summons and complaint, therein referred to, were delivered to it, and it admits that it refused to accept the accident, or to defend the said action, unless the plaintiff would release it from liability for any judgment that might be rendered therein, and as to the other allegations in the said paragraph contained, defendant denies any knowledge or information thereof sufficient to form a belief as to the truth of them, and each of them, except it denies positively that the sum of Six Thousand Seventy-two and 95/100 Dollars, or any other sum, is due to the plaintiff from it, in accordance with the terms and provisions of said policy, or otherwise.

#### IV.

Answering paragraph VI of said complaint defendant denies each and every the allegations therein contained.

AND FOR A FURTHER ANSWER to plaintiff's complaint, and as a FIRST AFFIRMATIVE DEFENSE THERETO, defendant alleges:

That the policy, or contract, or insurance, or indemnity referred to in plaintiff's amended complaint, was issued to [8] the said plaintiff in the State of Washington, and that the said I. B. Merrill, referred to in the said complaint, received the injuries therein referred to on or before the 19th day of July, 1909, and that the said plaintiff well knew that he had received the said injuries, but that, notwithstanding such knowledge, the said plaintiff did not give notice



of the said injury or the accident from which it arose, in writing or otherwise, to this defendant, or to its duly authorized representative for the locality in which the said contract was issued until the latter part of October, or the first part of November following the said accident and injury, and for this reason this defendant refused to undertake the defense of the action referred to in plaintiff's complaint, and denied any liability to the plaintiff under the said policy, or contract, on account of the said failure to file said notice, the giving of the said notice being made a condition precedent, by the term of said contract of insurance, to any obligation on the part of this defendant to either defend the suit referred to in plaintiff's complaint, or to any liability under the said contract of insurance for any loss or damage sustained by the said plaintiff on account of the said accident and injury and its legal liability for damages therefor.

AND FOR A FURTHER ANSWER to plaintiff's complaint, and as a SECOND AFFIRMATIVE DEFENSE THERETO, defendant alleges:

That the contract of insurance or indemnity, referred to in plaintiff's amended complaint, was issued to the plaintiff in the State of Washington, and that thereafter, and on or before the 19th day of July, 1911, the I. B. Merrill referred to in said complaint met with an accident and sustained the injuries referred to in said complaint, as the plaintiff well [9] knew at the time thereof; but that the same plaintiff, notwithstanding the said accident and the said knowledge, failed to give to this defend-

ant notice, in writing or otherwise, of the said accident or injury, and failed to give any such notice to its authorized representative in the locality where the said policy or contract was issued until the latter part of October, or in the first part of November following the said accident and injury, and that, by reason of the failure of the said plaintiff to give the said notice, and its failure to investigate the accident, and to preserve the testimony, the evidence became destroyed and the witnesses scattered, and, at the time the action referred to in plaintiff's complaint was brought, by reason of the neglect of the plaintiff to properly attend to the matter, and by reason of certain changes and alterations that it had made in the structure at which the accident occurred, it was no longer possible to successfully defend the said action.

AND NOW, HAVING FULLY ANSWERED, defendant prays to be hence dismissed, with its costs and disbursements in this behalf expended.

R. S. HOLT,  
U. E. HARMON,  
HUDSON, HOLT & HARMON,  
Attorneys for Defendant.

(Verification.)

(Filed Nov. 28, 1913.) [10]

---

**Reply to Amended Answer to Amended Complaint.**

Comes now the plaintiff and makes reply to the defendant's amended answer served herein the 26th day of November, 1913, as follows:

(1) Plaintiff denies the allegations of paragraph



1 of said amended answer.

(2) Answering paragraph II of said answer plaintiff admits that said I. B. Merrill was injured on the 19th day of July, 1909.

(3) For reply to defendant's first affirmative defense, plaintiff denies all of the allegations therein contained, except plaintiff admits that said I. B. Merrill was injured on July 19th, 1909, and that said policy of insurance was issued and delivered in the State of Washington, and is governed by the laws of said State. Plaintiff specifically denies that it knew of the accident or injury to the said I. B. Merrill on the 19th day of July, 1909, or at any other time prior to the 19th day of October, 1909 on which date it learned for the first time of the said accident by and through a communication from Fitch & Jacobs, attorneys for I. B. Merrill, and on the same day it so learned thereof it gave due notice to defendant's authorized representative for the locality in which said contract of insurance was issued, and defendant never at any time made any objection to the form or sufficiency of said notice, except only defendant fraudulently pretended that same was not given in time, and plaintiff alleges that it strictly complied with the term and conditions of said policy incumbent on it in every respect. [11]

(4) Replying to defendant's second affirmative defense, plaintiff denies all of the allegations thereof, except it admits that said I. B. Merrill was injured on the 19th day of July, 1909, but plaintiff denied that it had any knowledge thereof until the 19th day of October, 1909, at which time it gave due notice to defendant, as alleged in paragraph 3 of this reply.

Plaintiff further alleges that it was under no obligation or duty to investigate said accident, but the duty to do so was on defendant, and plaintiff denies that the evidence was destroyed or the witnesses scattered, and alleges that at the time it so gave notice of the accident to defendant every one of the witnesses was still in plaintiff's employ, and all of them testified at the trial of the Merrill action except one, and his testimony was merely cumulative, and said witness was present and available at the time said notice was given defendant, and if he afterwards left the county it was without fault of plaintiff. Plaintiff admits that a slight and immaterial alteration was made in the hopper on which Merrill claimed to have been injured, but alleges that said alteration was immaterial, was made before plaintiff knew of the accident or that Merrill claimed that said hopper was connected therewith, and in any event, said hopper and plaintiff's entire place of business was totally destroyed by fire shortly after said 19th day of October, 1909, and before said action of I. B. Merrill was or could have been tried, and said structure would not have been available for use in evidence in any event. Plaintiff specifically denies that defendant was in any way prejudiced by the failure to have notice sooner of the said accident.

Wherefore plaintiff prays as in its complaint.  
[12]

L. B. da PONTE,  
J. W. QUICK,  
Attorneys for Plaintiff.

(Verification.)

(Filed Dec. 4, 1913.)      [13]

**[Record of Trial—December 9, 1913.]**

In the United States District Court for the Western District of Washington, Southern Division, at Tacoma, on the 9th day of December, A. D. 1913, before the Honorable EDWARD E. CUSHMAN, United States District Judge Presiding, among others, the following proceedings were had:

\* \* \* \* \*

This cause coming on at this time regularly for trial, the plaintiff appearing by John B. Stevens, and its attorneys, Messrs. J. W. Quick and L. B. da Ponte, and the defendant appearing by Messrs. Holt & Harmon, a jury being called, the following named persons answered to their names and were sworn, examined and empanelled to try this case:

John Haykemp

Daniel Cowley

Charles L. Bozelle

M. C. Lowry

C. M. Wyllys

James Crowley

Robert Pattison

George Addison

Tom Brewitt

L. L. Bush

E. H. Mackey

Harry Bates

whereupon the trial regularly proceeded with the introduction of evidence oral and documentary, the following persons testifying for the plaintiff: John B. Stevens; deposition of W. H. Moore read to jury.

At the close of plaintiff's testimony, defendant moved the Court for nonsuit, which motion was denied. Whereupon, the hour of adjournment being reached the jury was admonished by the Court and permitted to separate until the next incoming court.

**[Record of Trial—December 10, 1913.]**

In the United States District Court for the Western District of Washington, Southern Division, at Tacoma, on the 10th day of December, A. D. 1913, before the Honorable EDWARD E. CUSHMAN, United States District Judge Presiding, among others, the following proceedings were had:

\* \* \* \* \*

This cause coming on at the time for further trial, the plaintiff appearing by his attorney and defendant by its attorneys, the calling of the jury being waived, it appearing that all persons were present in their proper places, the trial regularly proceeded with the introduction of evidence; the following persons testifying for defendant:

I. B. Merrill	Dr. James A. La Gasa
Mrs. I. B. Merrill	Mrs. Etta Tute
Dr. W. D. Read	J. A. Coleman
J. F. Fitch	

and the following in rebuttal for plaintiff:

Mrs. Comstock	James N. Bradley
Mrs. S. P. Comstock	L. B. da Ponte
S. B. Comstock	

Motion was made by plaintiff to exclude from the records and withdraw from the jury that part of the deposition of I. B. Merrill already read, which motion was denied. Whereupon, the hour of adjournment being reached the jury was admonished by the Court and permitted to separate until the next incoming court. [15]



**[Record of Trial—December 11, 1913.]**

In the United States District Court for the Western District of Washington, Southern Division, at Tacoma, on the 11th day of December, A. D. 1913, before the Honorable EDWARD E. CUSHMAN, United States District Judge Presiding, among others, the following proceedings were had:

\* \* \* \* \*

This cause coming on at this time for further trial, the plaintiff and defendant appearing by their attorneys, and the calling of the jury being waived, it appearing that all jurors were present in their proper places, the trial regularly proceeded with the introduction of evidence, at the conclusion thereof, and after the arguments of counsel, the jury was charged by the Court and retired in the custody of a sworn bailiff for deliberation on their verdict (4:30 P. M.), both sides agreeing a sealed verdict might be returned.

And thereafter, and at 8:30 P. M., said jury returned into open court and reported that they had lost Plaintiff's Exhibit No. 5; it was stipulated by Mr. Holt and Mr. da Ponte that the copy of said exhibit in the possession of Mr. Holt might be substituted for the lost statement, said exhibit to be marked "Exhibit 5" by clerk and to become the original exhibit in the case.

And at 9:15 P. M. said jury again returning into open court, by their foreman, and in the presence of the other jurors, returned the following verdict,



which was ordered filed as the verdict in the case, and the jury ordered discharged from further consideration of the case:

“We, the jury in the above-entitled cause, find for the plaintiff and assess its damages at the sum of Six thousand seven hundred & Seventy & Seventy dollars sixty-nine cts. (\$6770.69) (Six Thousand).

ED. H. MACKEY,  
Foreman.” [16]

---

### **Verdict.**

We, the jury in the above-entitled cause, find for the plaintiff and assess its damages at the sum of Six Thousand seven hundred & seventy & Seventy  
\$6770.69

dollars & Sixty-nine cts. Dollars (\$Six thousand).

ED H. MACKEY,  
Foreman.

(Filed Dec. 11, 1913.) [17]

---

### **Judgment.**

Now on this 9th day of December, 1913, the above cause coming on for trial in the above-entitled court before the Honorable Edward E. Cushman, presiding Judge, and a jury duly empanelled therein, the plaintiff appearing by L. B. da Ponte and J. W. Quick, its attorneys, and the defendant appearing by R. S. Holt, Esq., its attorney, and the trial of said cause proceeding from day to day until the 11th day of December, 1913, when said cause was submitted to

the jury, and on said date the jury returned into court, its verdict finding the issues in favor of the plaintiff and assessing the amount of plaintiff's recovery in the sum of \$6,770.69.

Now, on motion of the plaintiff, judgment is hereby entered on said verdict, and it is by the Court **ORDERED, DECREED and ADJUDGED** that the plaintiff have and recover of and from the defendant, Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, the sum of \$6,766.88, together with the costs and disbursements of the plaintiff taxed at \$136.15; said judgment to draw interest at the rate of 6% per annum from the 12th day of December, 1913; to which judgment of the Court the defendant excepts.

EDWARD E. CUSHMAN,

Judge.

(Filed Jan. 2, 1914.) [18]

---

### **Petition for New Trial.**

Comes now the defendant in the above-entitled action and petitions the Court to set aside the verdict of the jury in said action and grant to it a new trial thereof, for the following causes materially affecting its substantial rights:

#### **I.**

Insufficiency of the evidence to justify the verdict.

Under this, the first specification, defendant claims that while it was admitted that the notice required by the policy was not given until several months after the accident to Merrill occurred, yet the evidence

showed that Mr. Comstock, the foreman and agent of the defendant, whose duty it was to discover and report accidents to the employees and who was depended and relied upon by the managing officers of the Company to do so, knew of the accident to Merrill more than ten days prior to the time when the notice of the accident was given to this defendant; and because it also appeared from the testimony that W. H. Moore, who was the secretary of the plaintiff and who was relied and depended upon by the officers of the company to discover and inform them of accidents to their employees and give notice thereof while acting as the secretary of the plaintiff and in a capacity which made it his duty to discover and give notice of accidents, and while acting in such a capacity that the plaintiff relied upon him to give it notice, discovered and knew of the accident to Merrill more than ten days prior to the time when notice was given by the plaintiff to the defendant, and yet the said Moore did not give notice or [19] information of the said accident for more than thirty days after he discovered the same; and because the evidence shows that while the said W. H. Moore was charged by the officers of the plaintiff with the duty of discovering and reporting to them and to the plaintiff accidents to its employees, yet he did not undertake to discharge this duty himself and did not have such relation to the work and to the men as ordinarily enabled him to know of such accidents, but he relied on Comstock, the foreman of the plaintiff, to report such accidents, and the said Comstock, with knowledge of the accident to Merrill in June

or July, did not report the same to the plaintiff; and because the evidence of the plaintiff failed to show the exercise of any diligence by it or its officers in providing any rules or regulations whereby knowledge of accidents to its employees would be required; that its managing officers did not exercise sufficient supervision over the men and the work to render it reasonably probable that they would acquire such knowledge.

## II.

Errors in law occurring at the trial.

The following errors are relied on in support of the foregoing or second ground or cause for a new trial:

First: The Court erred in excluding from the jury the testimony of the witness, I. B. Merrill, with respect to certain conversations and declarations of Comstock, the foreman of plaintiff, shortly after the accident, which were offered for the purpose of showing knowledge of the accident on the part of Comstock, the testimony having been excluded by the Court because it was not shown that the declarations or admissions or statements of Comstock were made while he was acting within the scope of his power and authority as foreman or agent of [20] the plaintiff, the ruling of the Court being duly excepted to by the defendant at the time.

Second: The Court erred in excluding from the jury the testimony of the witness, Mrs. I. B. Merrill, with respect to certain conversations and declarations of Comstock, the foreman of plaintiff, shortly after the accident, which were offered for the pur-



pose of showing knowledge of the accident on the part of Comstock, the testimony having been excluded by the Court because it was not shown that the declarations or admissions or statements of Comstock were made while he was acting within the scope of his power and authority as foreman or agent of the plaintiff, the ruling of the Court being duly excepted to by the defendant at the time.

Third: The Court erred in failing and refusing to give to the jury Instruction Number III required by it.

Fourth: The Court erred in failing and refusing to give to the jury Instruction Number IV requested by it.

Fifth: The Court erred in failing and refusing to give to the jury Instruction Number V requested by it.

Sixth: The Court erred in failing and refusing to give to the jury Instruction Number VI requested by it.

Seventh: The Court erred in failing and refusing to give to the jury Instruction Number VII requested by it.

Eighth: The Court erred in failing and refusing to give to the jury Instruction Number IX requested by it.

Ninth: The Court erred in failing and refusing to give to the jury Instruction Number X requested by it.

Tenth: The Court erred in failing and refusing to give to the jury Instruction Number XI requested by it.

Eleventh: The Court erred in instructing the jury that the testimony concerning conversations and oral admissions should be accepted with great caution by the jury, to which the defendant excepted.

Twelfth: The Court also erred in calling attention in its instruction to the fact that counsel for the plaintiff had given reasons for this rule, thus giving sanction and approval to the argument on this subject by counsel for the plaintiff, to which the defendant excepted.

Thirteenth: The Court erred in instructing the jury that the plaintiff in this case would not be chargeable with any knowledge acquired by its agents, unless it was acquired while in the discharge of their duties.

Fourteenth: The Court erred in instructing the jury that under the circumstances stated by the Court in the instruction, knowledge of the accident acquired by Comstock while at Merrill's house or at the hospital, was not acquired in the discharge of his duty; this being an incorrect statement of the law; an instruction on the weight, force and effect of the evidence and an instruction not applicable to the testimony, because there was no testimony that Mr. Comstock did acquire any knowledge of the accident at either the house or the hospital, the testimony on that subject merely relating to his declarations, admissions and conduct at these places. Its bearing on knowledge already acquired by Comstock; instruction calculated to mislead and confuse the jury.

Fifteenth: The Court erred in instructing the jury that if the defendant was not damaged by the failure

to give the notice within the time fixed in the policy, the failure to give such notice would not defeat the plaintiff's action. [22]

Sixteenth: The Court erred in instructing the jury that if the defense might have been made successfully in the Merrill case, notwithstanding the alterations, that the delay would not defeat plaintiff's action.

Seventeenth: The Court erred in instructing the jury that unless the defendant would have been injured in defending the Merrill case by the failure of the plaintiff to give notice within the time fixed by the policy, this action would not be defeated by this failure. This instruction was incorrect because the question of damage by a failure to give the notice is immaterial under the issues in the case and under the policy.

Eighteenth: The Court erred in instructing the jury that the answer of the defendant alleged the accident occurred on or about the 19th day of July, when, as a matter of fact, the answer alleges that it occurred on or before the 19th day of July.

To all of which instructions and rulings the defendant excepted and its exceptions was duly allowed.

WHEREFORE, defendant alleged that by reason of the errors aforesaid the defendant was prevented

from having a fair trial and is entitled to a new trial of said action.

R. S. HOLT,

U. E. HARMON,

HUDSON, HOLT & HARMON,

Attorneys for Defendant.

(Filed Jan. 16, 1914.) [23]

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**Order Extending Time to File Bill of Exceptions.**

On this, the 11th day of December, 1913, and during the trial of the above-entitled action,

IT IS HEREBY ORDERED, that the time within which the defendant may take a Bill or Bills of Exceptions to the rulings during the trial of the said cause and for reducing the same to writing and settling the same, be and the same is hereby fixed at ninety days from the date hereof, so that the said Bill of Exceptions may be reduced to writing, settled and signed at any time within said ninety days from the date hereof.

Ordered and adjudged this 11th day of December, 1913.

EDWARD E. CUSHMAN,

Judge.

(Filed Dec. 12, 1913.) [24]

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**Order Overruling Motion for a New Trial.**

On the 26th day of January, 1914, the defendant's motion for a new trial was heard and considered, and the Court was of opinion that the same should be and it is hereby in all things overruled. To this



order the defendant excepted in open Court and its exception was allowed.

Dated the 26th day of January, 1914.

EDWARD E. CUSHMAN,

District Judge.

(Filed Jan. 26, 1914.) [25]

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**Assignment of Errors.**

Comes now The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, defendant in the above-entitled action, and in connection with its petition for a writ of error herein, makes the following assignment of errors on which it will rely and which it will urge on the prosecution of said writ of error in the above-entitled action, which errors occurred at the trial of said cause, to wit:

I.

That on the trial of the said cause before the District Court of the United States, for the Western District of Washington, I. B. Merrill, a witness for the defendant, testified with reference to certain conversations with Mr. Comstock, who was the foreman of the plaintiff at the time of the accident to Merrill, about his accident and his condition, as follows:

A. He was telephoned to and he comes to the house and talked to me and he said they calculated to do what was right—about paying my wages, and he came to the hospital to see me and asked me if I was going to bring suit against the company and I told him I had nothing to say and to go ahead and do something and he said he would too.

He said they had never had a suit against the company and they wouldn't like to have one brought because they were willing to do anything to get along, and I told him to go ahead and do so.

He helped pack me out of the house to the ambulance to take me to the hospital. [26]

That thereupon the Court instructed the jury to disregard the declarations and conversations with Mr. Comstock unless they found that the plaintiff sent Mr. Comstock to the hospital at the time of the conversation; and further instructed them that as there was no testimony to that effect, they would disregard these conversations only so far as they might show what he learned at the time the accident happened; and further instructed the jury that they would regard the conversations only in the event they constituted an admission on his part that he knew from the beginning that Merrill was hurt; and further directed the jury to disregard any admissions that the plaintiff would fix it up or make it good because there was nothing to show that he was on the business of the company; to all of which directions and instructions the defendant objected and excepted and its exception was allowed.

## II.

That the Court erred in this, to wit:

On the examination of the witness Comstock by defendant, he testified in reference to a conversation with Merrill, the injured man, and was asked what he told Merrill, the question being objected to because it was irrelevant, immaterial, incompetent and hearsay. The objection was overruled and an exception

was allowed and the witness was permitted to testify that he did not tell him anything in particular, any more than that as he had been directed to lay off on account of his sickness he thought it was necessary to do so.

### III.

That the Court erred in permitting the plaintiff, over the objection of the defendant, to prove by the witness Comstock that at the time the action of Merrill against John B. Stevens & [27] Company was commenced and notice of an intention to claim damages was given to Stevens & Company in October, Oren Busard, the chief witness to the accident, was still around town in Tacoma and was available as a witness, the testimony being offered to show that no damage was sustained by the defendant by a delay in giving notice of the accident. That the testimony was objected to because it was irrelevant and immaterial for any purpose and to any of the issues in the case, and the objection was overruled and an exception was allowed.

### IV.

The Court erred in excluding from the jury the testimony of I. B. Merrill as to a conversation occurring in July over the telephone between Dr. Read and Mr. Comstock, in reference to the accident to Merrill and his condition, to which action of the Court the defendant excepted and its exception was allowed.

### V.

The said Court erred in refusing to permit the witness Merrill to answer the question whether Dr.



Read said to Comstock in the conversation in August over the telephone, that Merrill would likely have to have an operation because of the injury to his kidney, and that if John B. Stevens & Company wanted a physician they could have one; to which action of the Court the defendant excepted and its exception was allowed.

## VI.

The Court erred in permitting a statement to go to the jury showing the sums paid by John B. Stevens & Company in satisfaction of the judgment recovered by Merrill and the costs and interest thereon, over the objection of the defendant that there could be no recovery under the policy in this case for [28] any sum whatever; to which action of the Court the defendant excepted and its exception was allowed.

## VII.

The Court erred in this, to wit: That during the trial of the said cause and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court the defendant requested the Court to give to the jury its Instruction numbered III filed by it, which instruction the Court refused to give; and defendant thereupon, and while the jury were still at the bar and before they retired to consider of their verdict, excepted to the failure and refusal of the Court to give the same and its exception was allowed. Said instruction was in the following words:

“You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence that Mr. Moore was one of the officers of the



plaintiff and that *if* was one of his duties to obtain knowledge of accidents to employees of the plaintiff occurring while in the course of their employment at its warehouse, and if you further believe from a fair preponderance of the evidence that Mr. Moore did not exercise such a personal, reasonable direction, control and supervision over the employees as to render it likely or probable that he himself would obtain knowledge of the accidents to the employees, within a reasonable time after they occurred, and that he took no precautions to obtain such knowledge himself and did not exercise a reasonable degree of care and diligence in the supervision and management of the business as would give to him such knowledge, but that he relied and depended on some employee of the Company to give him such information, and if you believe from a fair preponderance of the evidence that this employee had knowledge [29] of the accident to Merrill, for which he recovered damages against the plaintiff, and knew that it occurred at plaintiff's warehouse while he was at work there for it, but that he did not convey such knowledge to the said Moore, or to any officers of the Company, and that by reason of such failure on his part neither Moore nor any of the officers of the plaintiff company had knowledge of the accident until long after it happened, and did not give notice of it to the defendant until more than ten days after this employee's knowledge of it and after he could have informed them of it, then and in such event you are instructed that the plaintiff cannot plead lack of knowledge of the accident as an excuse for a failure

to give notice within ten days, according to the terms of the policy."

### VIII.

The Court erred in this, to wit: That during the trial of the said cause and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court, the defendant requested the Court to give to the jury its Instruction numbered IV filed by it, which instruction the Court refused to give; and defendant thereupon, and while the jury were still at the bar and before they retired to consider of their verdict, excepted to the failure and refusal of the Court to give the same and its exception was allowed. Said instruction was in the following words:

"You are instructed, gentlemen of the jury, that even if you believe from a fair preponderance of the evidence in this case, that none of the officers of the plaintiff corporation knew of the accident to Merrill, yet this does not necessarily show a lack of knowledge on the part of the plaintiff, because the knowledge of some individual other than the officers of the [30] plaintiff might be knowledge of the plaintiff, you are therefore instructed, that if you believe from a fair preponderance of the evidence that Mr. Comstock, the foreman of the plaintiff, superintended and directed the men in the exercise of their work on the premises and personally supervised them while so engaged, and that the character of his duties was such that he would know when the employees in his charge met with accidents, and that he employed and discharged the men and reported

their time to the plaintiff; and if you further believe from a fair preponderance of the evidence that the officers of the plaintiff did not personally supervise the work of the men or the men while engaged in it, and did not occupy such a relation or position to the men and their work as would render it reasonably likely and probable that they would know of the accidents to the men, and if you further believe from a fair preponderance of the evidence that they established no rules or regulations requiring or directing anyone to report to them accidents to the employees while engaged at their work on the premises, and if you further believe from a fair preponderance of the evidence that none of the officers paid any attention to the question or subject of such accidents to the employees, except one, and that he assumed or was charged by virtue of his position with the duty of knowing of and ascertaining such accidents and reporting them; and if you further believe that this officer gave no directions to anyone else to report accidents to him; established no regulations or rules on the subject, and that he performed such duties and remained in such a place as that it was not reasonable, likely or probable that he would know of such accidents, and if you further believe from a fair preponderance of the evidence that this officer relied on the foreman, Mr. Comstock, to report to [31] him such accidents to employees and for this reason made no supervision and took no steps to ascertain about such accidents; and if you further believe that Mr. Comstock, the foreman, knew that Merrill met with the accident while at work for plaintiff at its



warehouse, for which he recovered damages against the plaintiff, but that for any reason he failed to inform any of the officers of the plaintiff thereof, and that by reason of his failure to give such notice and information to the said officers, they did not know of it and that they did not give notice thereof until more than thirty days after the accident and after Comstock knew of it, then and in that event you will find that the plaintiff knew of the accident when Comstock knew of it.”

## IX.

The Court erred in this, to wit: That during the trial of the said cause and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court the defendant requested the Court to give to the jury its Instruction numbered V filed by it, which instruction the Court refused to give; and defendant thereupon, and while the jury were still at the bar and before they retired to consider of their verdict, excepted to the failure and refusal of the Court to give the same and its exception was allowed. Said instruction was in the following words:

“You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence in this case, that the plaintiff did not give notice of the accident to Merrill within the time required by the policy, as explained to you in these instructions, it is not necessary that the defendant should show that it suffered any damage by reason of the failure to give the notice. The difficulty of determining what effect [32] the delay and the fail-



ure of the plaintiff to give the notice may have had on the result of the case of Merrill against Stevens, and the difficulty of showing whether the delay in the giving of the notice produced conditions which controlled or affected the decision of the jury in the case of Merrill against the plaintiff, are all presumed in law to have been provided against by the requirement of the policy making the plaintiff's right of action depend on the giving of the notice."

### X.

The Court erred in this, to wit: That during the trial of the said cause and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court, the defendant requested the Court to give to the jury its Instruction numbered VII filed by it, which instruction the Court refused to give; and defendant thereupon, and while the jury were still at the bar and before they retired to consider of their verdict, excepted to the failure and refusal of the Court to give the same and its exception was allowed. Said instruction was in the following words:

"You are instructed, that if the officers of the plaintiff did not exercise such a supervision over the management of the business and the control of the men and the performance of their work, as would render it reasonably likely or probable that they would know of such an accident to one of the men, and if they did not establish rules or regulations requiring or directing someone else to give them notice or knowledge of such accidents, then you are instructed, that the relation of Mr. Comstock, the fore-

man, to the management of the business and control and supervision of the men, was such that his knowledge of the accident was the knowledge of the plaintiff and that [33] likewise, in his absence, the knowledge of Mr. Bass while acting as a foreman of the men in the same manner, was the knowledge of the plaintiff, and particularly is it true that the knowledge of Mr. Comstock was the knowledge of the plaintiff if you believe from a fair preponderance of the evidence that Mr. Moore, one of the officers of the plaintiff, regarded himself as the proper person to acquire knowledge and give notice of such accidents, and if you believe that this duty was tacitly or expressly left to him by the other officers of the plaintiff and that he took no active steps with regard to the matter of acquiring knowledge of such accidents and established no rules or regulations on the subject, but depended on Mr. Comstock to give to him such knowledge."

## XI.

The Court erred in this, to wit: That during the trial of the said cause and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court, the defendant requested the Court to give to the jury its Instruction numbered IX filed by it, which instruction the Court refused to give; and defendant thereupon, and while the jury were still at the bar and before they retired to consider of their verdict, excepted to the failure and refusal of the Court to give the same and its exception was allowed. Said instruction was in the following words:

“You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence in this case that Mr. Comstock knew that Merrill had met with an accident while engaged at the warehouse of the plaintiff, in determining the question whether this knowledge is to be treated as knowledge [34] of the plaintiff, it makes no difference how this knowledge was acquired by Comstock. It is not necessary that it should have been acquired by him, in order to charge the company, while in the course of his duties for the plaintiff. If he actually know of the accident to Merrill, the question whether he acquired this knowledge while discharging any of his duties as a foreman or employee of the plaintiff is immaterial.”

## XII.

The Court erred in instructing the jury as follows:

“The Court permitted certain testimony concerning conversations alleged to have occurred at Merrill’s house, or at the hospital, between Comstock and I. B. Merrill and between Comstock and Mrs. Merrill. This testimony was admitted for a limited purpose, as the Court explained to you at the time. And in this connection, you are instructed that the principal is charged with knowledge of all material facts of which the agent receives notice or acquires knowledge, while acting in the course of his employment and within the scope of his authority, whether the agent informs the principal of such facts or not. But you are instructed that a principal is not charged with knowledge of any fact which the agent may acquire while not acting in the course of his employ-



ment, or of information which the agent acquired while attending to business of his own."

That the defendant at the said trial and while the jury were still at the bar and before they had retired to consider of their verdict, excepted to the said instruction because it instructed the jury that knowledge acquired by the agent is not chargeable to the principal unless the agent acquired this knowledge while acting in the course of his employment, because the same was an incorrect statement of the law as applied to the [35] facts and testimony in this case; and its exception was allowed.

### XIII.

That the Court erred in instructing the jury as follows:

"Therefore, you are instructed that, if you find and believe from the testimony that I. B. Merrill met with an accident on July 19th, 1909, and that at that time the foreman, Comstock, was away on his vacation and did not know of the said accident, then you are instructed that any knowledge or information Comstock may have acquired concerning the accident while visiting at Merrill's house, or at the hospital unless he was there to see Merrill in the discharge of his employment by the plaintiff, would not be the knowledge of the plaintiff in this case, because not acquired by Comstock in the discharge of his employment or in connection with matters within the scope of his authority as an agent or employee of the plaintiff, John B. Stevens & Company."

That the defendant at the said trial and while the jury were still at the bar and before they had retired



to consider of their verdict, excepted to the said instruction for the reason that it was in effect a comment upon the weight of the testimony; that it was not a correct instruction as to the law; that the instruction was calculated to mislead the jury; that it was an incorrect statement of the testimony; and thereupon the exception was allowed.

#### XIV.

That the Court erred in instructing the jury as follows:

“And you are further instructed in this regard that if the defendant could have learned all of the facts concerning the condition of the hopper, the manner in which it was constructed, and all the facts relating thereto, from the witnesses, [36] after notice was given, so that the change or alteration in the hopper did not prevent the defendant from learning the condition of the hopper and satisfaction establishing the same and its manner of construction at the time Merrill was injured, or the fact in connection with the alleged break of a board in the hopper, and that it was not prejudiced in its rights by reason of such alterations; then the fact that the hopper was altered, after the alleged injury to Merrill, would be immaterial and would not constitute grounds for the defendant refusing to accept and defend the suit brought by Merrill against John B. Stevens & Company.”

That the defendant at the said trial and while the jury were still at the bar and before they had retired to consider of their verdict, excepted to the said instruction and its exception was allowed.

## XV.

That the Court erred in instructing the jury as follows:

“The Court further instructs the jury that the failure or delay in giving notice, even though plaintiff had knowledge of the accident, would not of itself be a defense to plaintiff’s suit. In order to be a defense such failure or delay in giving notice must have been prejudicial to the insurance company’s rights. Therefore, if notice was not given immediately as provided, yet if the jury believe from the evidence that said suit of Merrill could have been defended by said company to as good advantage as if notice had been sooner given as required, it would be bound to accept the accident and defend the suit. In other words, if the jury believe that the witnesses to the accident and all evidence were available and that the suit could have been defended as well as if notice had been sooner given, [37] the failure to give notice sooner would not in any event be a defense, even though plaintiff knew of the accident at all times, and you will find a verdict for plaintiff.”

“Another matter in issue relates to the allegation that by reason of plaintiff’s delay in giving notice of the accident the witnesses were scattered. If the jury believe that such delay in giving notice was due to the want of knowledge of said accident by plaintiff and that the plaintiff was ignorant of it and without fault on its part, as before explained, it would be immaterial that the witnesses were scattered, and you cannot find for defendant on that account.”

That the defendant at the said trial and while the

jury were still at the bar and before they had retired to consider of their verdict, excepted to the said instruction for the reason that it was an incorrect statement of the law; that under the law it made no difference whether the defendant had been damaged, hindered or delayed in making the defense by the failure to give notice, for the reason that the law conclusively presumes a damage, the condition being a condition precedent.

## XVI.

The Court erred in giving an instruction in the following language:

“In this case there has been testimony concerning conversations and admissions, oral admissions. The Court instructs you that evidence of that kind should be accepted with great caution by the jury. Especially is that true where a considerable lapse of time has intervened between the time of these alleged admissions or conversations and the time the witness testified. One counsel has pointed out some reasons for that too. In addition to those pointed out by counsel, would be the [38] fallibility of the memory of the witness who undertakes to relate a conversation, as the meaning of persons often depends upon the arrangement of the words. The same words arranged differently often gives a different impression, or a word omitted here or substituted there may change the whole meaning of a conversation; therefore, that is why I instruct you that testimony of that kind should be accepted with caution.”

That the defendant at the trial and while the jury were still at the bar and before they had retired to



consider of their verdict, excepted to the said instruction for the reason that it was an instruction commenting on the weight of the evidence; because it was incorrect as a statement of the law; for the further reason that the reference by the Court to the argument of counsel for the plaintiff was calculated to be prejudicial as giving a certain amount of sanction and approval to his argument; for the further reason that the said instruction singled out and exposed to question, suspicion and doubt the testimony of the witnesses for the defendant with reference to the declarations and admissions; and its exception was allowed.

## XVII.

The Court erred in giving an instruction in the following language:

“For a further defense the defendant alleges in its Answer that I. B. Merrill received the injuries referred to on or about the 19th day of July, 1909, and that plaintiff had knowledge of said accident and injuries to said Merrill at the time but gave no notice in writing to defendant or its representatives in this locality, until the latter part of October or first of November following.” [39]

That the defendant at the said trial and while the jury were still at the bar and before they had retired to consider of their verdict, excepted to the said instruction for the reason that it was an incorrect statement of the issues because the answer alleged that the accident occurred on or before the 19th day of July, 1909, and not on or about the 19th day of July, 1909; and its exception was allowed.



## XVIII.

The Court erred in overruling and denying the defendant's motion for a nonsuit during the trial of the case and at the conclusion of the plaintiff's testimony, to which action of the Court an exception was allowed to the defendant.

## XIX.

The Court erred in overruling and denying defendant's petition for a new trial in said action.

WHEREFORE, the said The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, defendant, prays that said judgment of the District Court of the United States, for the Western District of Washington, may be reversed.

R. S. HOLT,

U. E. HARMON,

HUDSON, HOLT & HARMON,

Attorneys for the Frankfort Marine, Accident & Plate Glass Insurance Company, a Corporation,  
Defendant.

(Filed Mar. 5, 1914.) [40]

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**Petition for Writ of Error.**

Comes now The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, defendant in the above-entitled action, and shows to the Court that on or about the 2d day of January, 1914, this Court entered judgment in said action in favor of the plaintiff and against this defendant for the sum of Sixty-seven Hundred Sixty-six and 88/100 (\$6,766.88) Dollars and the costs of the action, and that in the judgment and the proceedings in said

action prior thereto, certain errors were committed to the prejudice of this defendant, all of which will more in detail appear from the assignment of errors which is filed with this petition.

WHEREFORE, this defendant prays that a writ of error issue in its behalf out of the United States Circuit Court of Appeals, for the Ninth Circuit, for a correction of the errors so complained of, and that a transcript of the record, proceedings and papers in this cause, duly authenticated, may be sent to the said Circuit Court of Appeals and that an order be made fixing the amount of a bond which will operate to supersede the said judgment.

R. S. HOLT,

U. E. HARMON,

HUDSON, HOLT & HARMON,

Attorneys for Defendant.

(Filed Mar. 5, 1914.) [41]

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### **Order Allowing Writ of Error and Fixing Bond.**

On this 5th day of March, 1914, came the defendant in the above-entitled action, The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, by its attorneys, and having filed in said action and presented to the undersigned its petition praying for the allowance of a writ of error, and having filed and presented with it an assignment of errors intended to be urged by it, praying that a transcript of the records, proceedings and papers on which the judgment in this action was rendered, duly authenticated, may be sent to the United States Circuit Court of Appeals, for the Ninth Circuit, and that

such other and further proceedings may be had as may appear proper in the premises,

Now, on consideration thereof, the Court does allow the writ of error upon the giving by the defendant of a bond and security to the plaintiff according to law, in the sum of Eight Thousand & no/100 Dollars, which said bond shall operate as a supersedeas bond.

EDWARD E. CUSHMAN,  
Judge of the United States District Court for the  
Western District of Washington, Southern Division.

(Filed Mar. 5, 1914.)    [42]

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**Order Approving Bond and Directing the Issuance  
of the Writ of Error.**

The defendant in the above-entitled action having this day presented its bond for a writ of error to operate as a *supersedeas*, with the United States Fidelity and Guaranty Company, a corporation, as surety, and the said bond having been approved by me and filed.

It is now ordered that the writ of error issue and that all proceedings on the said judgment in the said cause be stayed pending the prosecution and hearing of the said writ of error.

Ordered and adjudged this 5th day of March, 1914.

EDWARD E. CUSHMAN,  
Judge of the District Court of the United States, for  
the Western District of Washington, Southern  
Division.

(Filed Mar. 5, 1914.)    [43]

**Supersedeas Bond.**

KNOW ALL MEN BY THESE PRESENTS:

That we, The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, as principal, and the United States Fidelity and Guaranty Company, a corporation, as surety, are held and firmly bound unto John B. Stevens & Company, a corporation, in the penal sum of Eight Thousand Dollars, for the payment of which well and truly to be made we hereby jointly and severally, bind ourselves and assigns firmly by these presents.

The condition of the foregoing obligation is such, that whereas the above-named principal has *used* out a writ of error to the United States Circuit Court of Appeals, for the Ninth Circuit, in the above-entitled action, to reverse the judgment heretofore rendered therein on the 2d day of January, 1914, and now desires to give bond and security as required by the order of the Court, to operate as a *supersedeas* and to stay the execution of the judgment in said action.

Now therefore, if the said The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, shall prosecute its writ to effect and if it fails to make its plea good, shall answer all damages and costs, then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused their signatures to be hereunto attached this — day of March, 1914.



THE FRANKFORT MARINE, ACCI-  
DENT & PLATE GLASS INSUR-  
ANCE COMPANY,

By E. A. STROUT & CO.,

Inc. Agents.

By E. A. STROUT, Prest.

UNITED STATES FIDELITY AND  
GUARANTY COMPANY,

By F. A. HILL,

Attorney in Fact.

[Seal of U. S. F. & G. Co.]    [44]

Approved March 5th, 1914.

EDWARD E. CUSHMAN,

Dist. Judge.

(Filed Mar. 5, 1914.)    [45]

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**Bill of Exceptions.**

BE IT REMEMBERED, that heretofore and upon, to wit, the 9th day of December, A. D. 1913, this cause came on duly and regularly for hearing before the Hon. EDWARD E. CUSHMAN, Judge of the above-named court, and a jury.

The plaintiff being represented by its attorneys and counsel, J. W. Quick, Esq., and L. D. da Ponte, Esq., and

The defendant being represented by its attorneys and counsel, Messrs. Hudson, Holt & Harmon.

A statement of the case was made to the Court and jury on behalf of the plaintiff by Mr. Quick and on behalf of the defendant by Mr. Holt.

Whereupon the following proceedings were had and done, to wit:    [46]

A copy of the complaint in the case of I. B. Merrill against John B. Stevens & Company was offered in evidence by the plaintiff and admitted and marked Exhibit 1, and is in the words and figures following, to wit:

**[Plaintiff's Exhibit No. 1—Complaint.]**

“Comes now the plaintiff, I. B. Merrill, and for cause of action alleges as follows:

1.

That the defendant is a corporation organized under the laws of the State of Washington.

2.

That on and prior to July 19th, 1909, plaintiff had been and was in the employ of the defendant, John B. Stevens Co., running certain machines situated in its warehouse building on the east side of the city waterway in Tacoma Harbor, Pierce County, Washington.

3.

That on or about July 19th, 1909, plaintiff was ordered by the general foreman in charge of all parts of plaintiff's plant to go and assist in unloading a car of loose grain which was to be done by means of certain hoppers and screw elevators and appliances furnished by defendant for that purpose.

4.

That while plaintiff was so engaged in said work plaintiff was ordered by said general foreman to shut off the supply of grain coming from said car. That in obeying said order plaintiff moved the lever shutting off the supply of grain from the car to the hopper, and in order to do so it was necessary for

plaintiff to reach said car and the only means provided for doing so was by stepping upon the framework of said hopper.

## 5.

That as plaintiff stepped upon the framework of said hopper for said purpose the same broke and gave way and plaintiff [47] was precipitated to the ground between the car and the platform, striking heavily in the fall upon plaintiff's right side and back upon certain parts of the framework of said hopper.

## 6.

That said framework broke and gave way by reason of being negligently and insecurely fastened and nailed, and by reason of it being inadequately constructed for the purpose for which it was used. That the manner in which plaintiff stepped upon the framework of said hopper for the purpose of shutting off the supply of grain from the car was the usual method used by the employees of defendant for said purpose and was the only way provided whereby said grain could be shut off and plaintiff was using due care.

## 7.

That said framework of said hopper upon which plaintiff was required to step on for said purpose, consisted of a board about one inch thick and twelve inches wide, nailed to a horizontal position on the frame of said hopper; that said board was secured to said frame by about four nails, two in either end of said board, one in either end near the lower edge of the same and one in either end near the middle of said

board and the upper part of said board was not nailed or secured in any way to said hopper frame, and as plaintiff stepped upon said frame for said purpose said board split at about the point where it was nailed near the center of its width and threw plaintiff's feet outward and toward the left, throwing plaintiff's right side and back against and across the remaining parts of said hopper frame.

## 8.

That said board was carelessly, negligently and insecurely fastened, and its manner of construction and fastening was well known and should have been known to said general foreman of [48] defendant, but was entirely unknown to plaintiff and was not of such nature or so apparent that plaintiff could or should have noticed its condition while engaged in his work.

## 9.

That by reason of the careless and negligent manner in which said framework around said hopper was constructed, and by reason of the same breaking and giving way with plaintiff as herein alleged, and by reason of the fall by plaintiff received, plaintiff sustained great and permanent injuries as follows:—Plaintiff was badly bruised and strained and rendered sick, sore and lame; and plaintiff's right kidney was bruised and maimed to such an extent that it had to be and was permanently removed; and plaintiff was thereby entirely incapacitated from performing work and labor; and plaintiff's back is weak and sore and plaintiff is advised and believes that he will never be able to perform his accustomed ordi-



nary work and labor; and that plaintiff is entirely incapacitated from performing any work and labor and will be so incapacitated for a period of one year and that after the expiration of one year plaintiff will only be able to perform the lightest and easiest kind of work; and plaintiff alleges that he is severely and permanently injured.

## 10.

That by reason of the injuries by plaintiff received as herein alleged plaintiff was put to great expense for medical and surgical treatment, medicines and nursing.

## 11.

That plaintiff is of the age of 41 years and prior to said accident was capable of earning and was earning about eighteen dollars per week (\$18.00).  
[49]

## 12.

That by reason of the premises plaintiff has been damaged in the sum of ten thousand dollars (\$10,000), no part of which he has been paid except the sum of \$64.00.

Wherefore plaintiff demands judgment for the sum of \$9,947.00, together with his costs in this action sustained.

(Signed) FITCH & JACOBS,  
Attorneys for Plaintiff.

Verified by Merrill."

A copy of the insurance policy on which this action is based was offered in evidence by the plaintiff and was admitted and marked Exhibit 2, and is in the following words and figures, to wit:

**[Plaintiff's Exhibit No. 2—Insurance Policy.]**

IN CONSIDERATION of the Warranties hereinafter contained and set forth on the back of this Policy, and which the Assured makes and warrants to be true by the acceptance of this Policy, excepting the statements concerning the number of employees and their compensation, which are estimated, and of the payment of Seventy-three and 00/100 Dollars (\$73.00) Estimated Premium, The Frankfort Marine, Accident and Plate Glass Insurance Company, of Frankfort-on-the-Main, Germany (hereinafter called the "Company").

DOES HEREBY AGREE TO INDEMNIFY John B. Stevens Company, of Tacoma, County of Pierce, State of Washington (hereinafter [50] called the Assured), for the term of one year beginning on the 17th day of November, 1908, at noon, and ending on the 17th day of November, 1909, at noon, Standard time, at the place where this Policy has been countersigned.

AGAINST LOSS arising from legal liability for damages on account of bodily injury or death suffered by any employee or employees of the Assured resulting from any and every accident of whatsoever nature or cause happening in, upon, or about the premises and in the business of the Assured as described on the back hereof; but the liability of the Company in respect to any one employee suffering injury or death shall in no case exceed the sum of Five Thousand Dollars (\$5,000.00), nor, subject to this limit, shall the total liability of the com-

pany in respect to any one accident resulting in injury to, or the death of, several employees, in any event exceed the sum of Ten Thousand (\$10,000) Dollars.

IT IS *EXPRESS* WARRANTED AND AGREED

2. That upon the occurrence of an accident, whether any claim *by* made in respect thereof or not, the Assured shall immediately, and at the latest within ten days, or within the time fixed for giving notice of accident under Liability Insurance Policies by any special law of the State in which the policy is issued, give notice in writing of such accident to the Company, addressed to the Manager for the United States, at the office of the Company in New York, N. Y., or to the duly authorized representative for the locality in which this policy is issued. If thereafter the Assured shall receive notice of any claim arising out of an accident, duly reported to the Company as before provided, or of any legal proceedings to enforce such claim, he shall, within three days, give notice thereof to the Company in like manner, and shall forward to the Company every [51] Summons and process as soon as the same shall have been served on him.

3. That if any legal proceedings are taken to enforce a claim against the Assured, which would be covered by this policy if the Assured were legally liable in respect to such claim, the Company shall, at its own cost, undertake the defense or settlement of such legal proceedings in the name and on behalf of the Assured, and shall have entire control of such defense, whether legal liability on the part of the



Assured in respect to the claim is proven as the result of such proceedings or not. If the Company shall at any time offer to pay to the Assured the full amount for which the Company might be liable to indemnify the Assured in respect to the claim sought to be enforced, it shall not thereafter be bound to defend any legal proceedings nor be liable for any costs or expenses which the Assured may incur in defending the same; but the Company shall not be responsible for any damage alleged to have been sustained by the Assured in consequence of any action or omission of the Company in connection with such claim or proceeding. The Assured shall, at all times, under the direction of the Company, render all reasonable and necessary assistance to enable the Company to effect settlements or to properly conduct a defense or to prosecute an appeal, or to secure information or the attendance of witnesses.

7. That the Company shall have the right at all times to examine the books of the Assured so far as they relate to the wages paid to employees; and the Assured shall, when so requested, and within ten days of the request, furnish the Company with a sworn statement of the total amount of wages paid to his employees during any period within the term of this policy which may be specified by the Company. [52]

16. That no action shall lie against the Company to recover for any loss under this policy unless it shall be brought by the Assured for loss actually sustained and paid in money by the Assured in satisfaction of a judgment after trial of the issue; nor unless



such action is brought within ninety (90) days after final judgment against the Assured has been so paid and satisfied. The Company does not prejudice by this condition any defenses against such action that it may be entitled to make under this policy, and the special agreements and warranties herein contained shall be construed as conditions precedent to the payment of any loss under this policy.

Thereupon it was stipulated by the attorneys for the plaintiff and defendant that the case of I. B. Merrill against John B. Stevens & Company, a copy of the complaint in which action has been offered and admitted in evidence, was tried in the Superior Court of Pierce County, Washington, on or about the 10th day of February, 1910, and that a verdict and judgment in favor of the plaintiff therein for the sum of \$6,100.00 was rendered, together with costs amounting to \$45.50. It was admitted that the case was appealed to the Supreme Court, where it was affirmed, and that on January 19, 1911, the plaintiff paid the judgment in the Supreme Court, which included the costs in both courts, amounting to \$6,539.30.

Thereupon there was read in evidence the deposition of W. H. MOORE in behalf of the plaintiff, as follows:

**[Deposition of W. H. Moore, for Plaintiff.]**

I was in the employ of John B. Stevens & Company for seven years, ending about November 1, 1912, as chief clerk and my duties were all the duties pertaining to the office, embracing all the duties pertaining to the office of John B. Stevens & Company,

(Deposition of W. H. Moore.)

and in his absence such duties as he would perform himself.

I did not know I. B. Merrill, but I knew him as I knew all other employees. I suppose I knew there was such a man employed, [53] but not by name.

I first learned of the injury to I. B. Merrill when I received a letter from Messrs. Fitch & Jacobs, in the following language:

“Tacoma, Wash. Oct. 19, 1909.

John B. Stevens & Co., Tacoma, Wash.,

Gentlemen: We represent Mr. I. B. Merrill who was injured on or about July 19th at your feed mill and warehouse while in your employ and through your negligence. If you desire to take this matter up with us before action is brought, please do so on or before the 23d of this month.

Yours truly,

FITCH and JACOBS.”

On receipt of that letter I notified W. H. Opie & Company, who was the agent of the company at the time of the issuance of the policy. I was referred to Hudson & Holt about it and at the suggestion of Mr. Holt I wrote to W. C. Ramm, Adjuster of the company, at Seattle, and above November 2, 1909, I received a letter from Mr. Ramm acknowledging receipt of report of accident and copy of complaint and stating that the matter was referred to the Home Office.

Q. I received this letter from Mr. Ramm. Letter is as follows:

(Deposition of W. H. Moore.)

“Nov. 12, 1909.

Messrs. John B. Stevens & Co.,

Tacoma, Wash.

Dear Sirs: Relative to the case of I. B. Merrill I beg to advise that I have been instructed by my home office that they deny any and all liability on account of the accident to the above-named party by reason of the fact that this accident was not reported to them within the time specified by the conditions of the policy, and they will not be liable for any judgment that may arise on account of the accident. You will therefore be advised accordingly hereby deny any and all liability on account of the Frankfort Marine, Accident & Plate Glass Insurance [54] Company on account of the accident to I. B. Merrill.

Yours very truly,

W. C. RAMM,

Adjuster.”

I first learned that Merrill claimed that the accident was due to the breaking of a plank on the hopper frame at the time I received the summons and complaint, about October 30, 1909. I do not know when Merrill left work. I knew that he had left work and the reason. I was informed that he was sick. A portion of Merrill's time was allowed while he was laying off. The foreman said that Merrill was sick, broke and up against it, and that he would return every cent that we advanced him.

I did not know at that time that Merrill claimed to have met with an accident while in the plaintiff's employ. It was my duty to give notice to the in-

(Deposition of W. H. Moore.)

insurance company of an accident. I knew of the necessity of such a notice and knew of the policy.  
[55]

At the time I received the letter from Fitch & Jacobs I made an examination of the accident and made a report to the insurance company.

#### FIRST EXCEPTION.

That thereupon J. W. Quick, attorney for the plaintiff asked the following question:

Q. I call your attention to the report of the accident in which the following occurred: "Did the injured person make any statement after the accident as to its cause? A. Said to H. C. Comstock that he slipped and fell in getting from platform to car and hurt his side." And the following: "I. B. Merrill stepped on frame work of cover to grain hopper. Cover intended to keep out rain while hopper was not in use and for no other purpose. Merrill acknowledged to foreman at a later date that it was his own fault and did not blame us in any way." I will ask you to state when and how you got that information.

And the following objection was made by the defendant:

"Defendant objects to this question; first, because it is leading in form; second, because it is irrelevant and immaterial to the issues of this case how, when or where Mr. Moore obtained this information; for the further reason that what is contained in the report of the accident is irrelevant and immaterial and incompetent as well; that the report has not been



(Deposition of W. H. Moore.)

introduced in evidence, proved or verified in any way, or even identified, and it is immaterial whether what was stated by counsel for the plaintiff in the question or what was read to him to the witness from the report was or was not in fact the report."

The COURT.—It is not asking him whether he made such a report, it is asking him how he got that evidence if he did make such a report, and the jury will not consider that that is his testimony [56] that he did make a report containing the statement made in the question. He is simply asking him how he got the information, if he did make such a report. Objection overruled. Exception allowed.

I got the information from conversation with the boys around the warehouse and from the summons and complaint after the commencement of the suit. I never had any talk with Merrill until at the courthouse when the Merrill case was in progress.

Cross-examination.

(By Mr. HOLT.)

I am unable to say just at what time I became Secretary of John B. Stevens & Company, but it was about the time of the accident, in 1909.

It was my duty to give notice of an accident because I was the only clerk in the office and I had been empowered by Mr. Stevens, as president and general manager of the company, to transact any and all business for them, but I don't think anything was said by him on the subject of giving notice of accidents to employees.

I began to investigate the accident to Merrill on

(Deposition of W. H. Moore.)

receipt of the letter from Fitch & Jacobs. I talked with Mr. Stevens about it and he approved of what I was doing. I had never read over the insurance policy prior to this time. It was in the office safe.

Thereupon the following questions were put by Mr. Holt, attorney for the defendant, and the answers set out below were made by the witness:

Q. When Mr. Ramm came down to see you at the warehouse shortly after the commencement of the action of Merrill against Stevens did you not say to Mr. Ramm in effect that the reason you did not send in the report of the accident was because the man had kept on working for a month, and that he was then laid up in the hospital and all of his bills were paid and also his lost [57] time and that you didn't think there would be any trouble on account of the accident, and that you did not see any need of reporting it?     A. No, sir.

Q. Did you say to him that in substance or effect?

A. No, sir.

Q. Did he explain to you the necessity of giving notice immediately and did you not at that time say to him that you had never looked at the policy?

A. I told him I never read the policy. I would not say I never looked at it.

Q. When he told you, he did tell you, did he not, that the policy called for immediate notice within ten days.     A. He did.

Q. And did you not then say to him that you did not know this?     A. I did not.

I remember that Mr. Merrill went to the hospital

(Deposition of W. H. Moore.)

and that part of his wages were paid and that we commenced to pay them while he was home, before he went to the hospital. The wages were paid by me. I protested to Mr. Stevens against the further payment of the wages. I cannot tell whether this was before or after he left the hospital. His wife got the money. I informed his wife that we would no longer pay the wages at the time I had the conversation with Mr. Stevens on the subject and at the same time and place. I did not tell Mrs. Merrill why I wouldn't any longer pay the wages.

Q. Was Mr. Stevens present when you informed Mrs. Merrill that you would no longer pay the wages?

A. He was there when I protested against payment as was Mrs. Merrill, and I believe he remained in the office until I had talked with Mrs. Merrill.

I had no conversation with Mr. Stevens with reference to [58] Merrill's having been injured prior to the time of receiving the letter from Fitch & Jacobs. I had no conversation with Mr. Stevens about the accident to Merrill. I did not state, in the office of Fisher & Company, in the presence of Mr. Holt and Mr. [59] Coleman that I went to Mr. Stevens and protested against any further payment of wages to Merrill because I learned from someone else that the accident he met with while working at the hopper was not the accident which caused his illness. I did not say this in substance or effect. I did not say, in the office of Fisher & Company, on or about October 10, 1913, in the presence of Mr. Holt and Mr. Coleman, that sometime before the Merrill



(Deposition of W. H. Moore.)

suit was brought and while Merrill was in the hospital, I heard of it and I went to Mr. Stevens and protested against further payment of the wages, nor did I say in that conversation that I did not know of the condition in the policy requiring notice.

The wages of Merrill were paid weekly on Comstock's recommendation. If he had a man on the warehouse roll who was off for any cause that he deemed proper, he had the authority to pay him his wages. Comstock employed the men outside of the office employees and discharged them. He attended to the details of the handling of the products in which Stevens & Company dealt. There was machinery in the warehouse used in the baling of hay and cleaning of grain. There were about twenty-five men employed there. The warehouse was about three hundred feet by one hundred. I had nothing to do with the superintendence or the control of the men and the performance of their work, except the shipping clerk. Comstock controlled and directed the men in the performance of their work. I performed no duties outside of the office except when I was on the road. I did not observe the men at work and did not direct or see the men at work. I ordinarily remained in the office. I was not acquainted with the men personally and did not know in what particular work any man was engaged at any time. It was no part of my duty to observe the men at work or know what they were [60] doing, except so far as the question who they were and the payment of their wages.



(Deposition of W. H. Moore.)

I never told Comstock or anyone else, at any time, to report to me or to anyone else, any accident that occurred, except subsequently to the beginning of the Merrill suit, that I know of. I do not remember of having talked to Comstock at any particular time and told him to report to me any accident that may have happened. It was one of the duties that he had performed several times before and I cannot recall ever having specifically told him to tell me of accidents.

Thereupon the following question was asked by the attorney for the defendant and the answers made as set out below:

Q. Then if you didn't tell Comstock, or someone else, to report to you any accidents to the men, how did you expect to know when the men met with accidents?

A. Mr. Comstock knew at several times prior to this occurrence of accidents and reported them.

Q. I will ask the reporter to repeat the question.

A. What do you say?

A. I believe that Mr. Comstock had attended to this matter before and that he knew that we carried a policy covering accidents, and it did not occur to me that it was necessary to advise a man to perform a duty if he was already attending to it.

In the conversation with Comstock at the time he was arranging for the payment of Merrill's wages, he said nothing to me about Merrill having met with an accident. If Mr. Comstock, or someone else, did not tell me about an accident I would not know of

(Deposition of W. H. Moore.)

it. It was also the duty of Mr. Bass to inform me. He was the night foreman and Mr. Comstock was the day foreman. Comstock did not claim to have seen the accident and he did not [61] tell me when he first learned of it, nor did he tell me how it occurred. To the best of my memory and belief Comstock told me that Merrill had slipped and fallen, but he at no time connected it with the accident in which he received the injury. He did not at any time tell me that Merrill had had an accident.

It was the duty of Mr. Bass to report accidents during the time he was foreman and I depended on him to do so.

· Redirect Examination.

Q. Referring to that letter of Oct. 29, Defendant's Ex. 1, in which you say that not until a few days ago did we have any idea there would be a suit. I will ask you whether you meant by that to claim any knowledge of the accident until you got the letter from Fitch & Jacobs threatening suit.

Objection because leading. Question withdrawn.

Q. State, Mr. Moore, what you meant by the quotation from the letter I have read.

A. When I found out there was a suit against John B. Stevens & Company I used *by* best endeavors to get what information I could regarding the case for The Frankfort Insurance Company, and I meant just what I said that I did not know of the case or the accident until receiving a letter from Fitch & Jacobs.

Q. Now, Mr. Holt inquired whether you had ever read the policy, and if not how you knew whether to

(Deposition of W. H. Moore.)

give notice. Please state what knowledge you had of policies of his kind with respect to the requirement of notice.

A. Just a common ordinary business knowledge.

Q. Well, I meant did you know whether notice was required?      A. I did.

Q. Now, you said in answer to Mr. Holt that you told Mr. Ramm you didn't know the policy would be forfeited if you didn't give the notice. What did you mean by that?

A. I meant just what I said, that I did not know that failure to [62] give notice would forfeit my right to collect from the insurance company without regard to the conditions.

When I found out there was a suit against John B. Stevens & Company I used my best endeavors to get what information I could and did not know of the accident until I received a letter from Fitch & Jacobs.

In my conversation with Mr. Holt I said that I did not know that the failure to give notice would forfeit our right to collect from the insurance company without regard to the conditions.

That thereupon the following questions were asked by Mr. da Ponte, attorney for the plaintiff, and the following testimony and proceedings were had with reference thereto:

Q. Now, when Mrs. Merrill came to see about her check, or the deed, did she make any claim that Mr. Merrill had met with an accident at Stevens' warehouse?

(Deposition of W. H. Moore.)

Defendant objects to this question because it is leading in form and because it is irrelevant and immaterial and not pertinent to any of the issues in the case and mere hearsay.

Mr. HOLT.—I object, if your Honor please, because it is irrelevant and immaterial whether Mrs. Merrill said anything about the accident. It would be relevant and material, I take it, if it were attempting to connect a knowledge of the accident with Mrs. Merrill, or any of her visits, or anything of that kind, but, in the absence of anything of the kind, I think it would be immaterial. [63]

The COURT.—What is your contention there, Mr. Quick?

Mr. QUICK.—It goes to the fact that there was no notice given by Mr. Merrill or his wife that he had received an injury. No one up to that time had claimed that Mr. Merrill had been hurt.

Mr. HOLT.—Counsel's statement is contrary to the facts, it is contrary to what we will prove in the case.

Mr. QUICK.—Oh, no; you will not prove it; you will just try to prove it, Mr. Holt.

The COURT.—Objection overruled. Exception allowed.

A. No, sir; I had no conversation with Mrs. Merrill about the accident. Mr. Holt came up to Fisher's office, in Seattle, and asked me to talk to him and I said I did not know anything about the case. I told him what I believed, that Merrill had been injured prior to the time which he claimed, and that I had



(Deposition of W. H. Moore.)

acquired that information from Oren Busard. At the time of the notice of the accident to Mr. Opie and Mr. Ramm, Busard was in Tacoma in the employ of John B. Stevens & Company.

Recross-examination.

(By Mr. HOLT.)

We spent quite a little time and money afterwards trying to find Busard.

**[Testimony of John B. Stevens, for Plaintiff.]**

That thereupon the plaintiff introduced in evidence JOHN B. STEVENS, who testified as follows:

Direct Examination.

(By Mr. QUICK.)

I am president of John B. Stevens & Company. I first heard that Merrill received an accident while in our employ when the letter came from Fitch & Jacobs, this being the letter already introduced in evidence in this case, dated October 19, 1909. I had Mr. Moore answer this letter.

The last time prior to this letter I saw Merrill was on the 11th Street Bridge, just about halfway across the bridge and I stopped him because I thought it was strange for him to be going to town that time of the morning, and I inquired [64] of him and he told me, "I am sick," he says, "There is something the matter with me and I am going up to the doctor to find out," and that was all that was said at that time, any more than I said to him, "Well, go up and find out what is the matter with you. A man should not be around when he is not able to work," and I

(Testimony of John B. Stevens.)

think that is the last I saw of him. He made no statement indicating that he had been injured. I cannot remember the date I met him on the bridge. It must have been the day he left our employ. It was about the 28th day of July, 1909.

I knew we were carrying a policy in the Frankfort Insurance Company. I do not know whether I read this one, but I know that policies of that kind require immediate notice.

After receipt of the letter from Fitch & Jacobs, Mr. Moore and I consulted, but he did the work, dictating letters and all of that.

Q. Now, after the insurance company refused to defend the case what did you do in regard to defending it?

A. I got Hudson & Holt to defend it for me. We were waiting for them to give us an answer as they were the lawyers for the insurance company, and we were waiting for them to give us an answer whether they would defend. In the meantime there must have been ten or fifteen days gone by and it was so near the time to answer to the complaint, and they had all of the detail and Mr. Holt took the case and defended me and I paid him.

It is stipulated that the amount paid out by the plaintiff, attorney's fees and costs in both the lower and Supreme Court, was \$761.85, and that this was a reasonable sum, which included the cost of the appeal, brief, records, transcript and everything. It was agreed that the defendant might make objections to these costs at any time later. It was stipulated

(Testimony of John B. Stevens.)

that the date for the purpose of fixing the interest should be agreed on between Mr. Holt and Mr. Quick. [65]

That thereupon the following proceedings took place:

Mr. QUICK, one of the attorneys for the plaintiff, said to the Court:

In order to expedite matters—it is not clear in my own mind at this time as to whether we should go into the question of whether the defendant was in any way prejudiced in this matter or whether that is a matter of defense. I think it is set up in the affirmative answer of the defendant and it would be more a matter of rebuttal.

Mr. HOLT.—So far as I am concerned, counsel may take his own course.

The COURT.—There is nothing before the Court at this time. The Court cannot act as advisor.

During part of July, or half of it, Comstock was away on his vacation. He left about the 15th or 16th and returned the 28th or 29th of the month of July, 1909.

I was in town in the month of July, 1909, and when I am in town I am in and out of the office and around the warehouse where they are unloading cars and down where they are double-compressing hay and around the feed mill as much or more than I am in the office. The office is in the warehouse. I was around among the men sufficient to know if one received an injury by breaking of one of the appliances.

(Testimony of John B. Stevens.)

The judgment of I. B. Merrill against John B. Stevens & Company was paid on January 19, 1911.

Cross-examination.

(By Mr. HOLT.)

I know Mr. William H. Moore. In the summer and fall of 1909 the president and secretary were the only officers of the company. I was president. I do not know whether Mr. Moore was then secretary. I will look it up and let you know. I do not know that he was secretary. When I go from the witness-stand [66] I will examine the books and inform you.

I never heard of Mr. Merrill having been hurt in my employ prior to the time when I received the letter from Fitch & Jacobs. I don't remember whether I testified in the Merrill case that I heard of the accident shortly after it occurred or about that time. Don't remember what I testified to. It didn't amount to anything.

That thereupon the following question was asked by Mr. Holt, attorney for the defendant, and the following answers [67] given:

Q. Now, I will go to the testimony, Mr. Stevens, did you not, on the trial of Merrill against you, when you were asked this question, "Did you ever talk with Mr. Merrill any about this case," and did you not say, no, you never talked to him at all about the accident? Were you not asked this question, "You do not know anything, yourself, about the actual circumstances," and did you not say, "No, it is just



(Testimony of John B. Stevens.)

hearsay with me. I was not there at the time. I heard about it." Did you swear to that?

A. Why, if that is my testimony, the answers given there would cover it. It was all looked up after the complaint was filed.

Q. I will ask you whether that was your testimony?

A. That is my testimony, of course, I suppose, if it is in the record.

That thereupon the following questions were asked by Mr. Holt, attorney for defendant, and the answers set out below were made by the witness:

Q. Mr. Stevens, was it your custom in the management of your business to take any part in the actual details of the business around the warehouse directing, superintending or controlling the men in their work in any way?

A. Well, in talking to Mr. Comstock and being around there, I was around there, I had the general supervision of the whole warehouse.

Q. Did you supervise the men yourself?

A. To some extent.

Q. To what extent?

A. Well, in telling what I wanted done.

Q. Who did you tell that to?

A. To the leading men of the warehouse, Comstock or Bass or any of those. [68]

Q. Mr. Comstock was a foreman down there?

A. Yes, sir.

Q. And Mr. Bass was a foreman?

A. Yes, sir.

Q. And you talked to them down there?

(Testimony of John B. Stevens.)

A. Yes, sir.

Q. But you, yourself, did not go around and watch the men and direct them in their working duties?

A. No, sir, I did not have my working clothes on and working with them all of the time, no, sir.

Q. You left that part of the work to Mr. Comstock and Mr. Bass? A. Yes, sir.

Q. Did you know even the names of the men in your employ?

A. Some of them, most of them I knew.

Q. Did you know them by sight when you met them?

A. Some of them I did and some of them I did not.

Q. That was a large warehouse, three hundred by one hundred feet? A. Yes, sir.

Q. And the men were scattered about in different parts of it, engaged in different kinds of work, is not that true? A. Yes, sir.

Q. And Mr. Comstock was foreman in the daytime and told them what to do and superintended them while they were doing it?

A. He and Bass together.

Q. Mr. Bass at night?

A. We were not working nights only once in a while we had a night crew on.

Q. Was Mr. Bass as much of a foreman as Mr. Comstock? A. Not as much.

Q. He took Mr. Comstock's place at times in Mr. Comstock's [69] absence? A. Yes, sir.

Q. And Mr. Bass superintended the men and directed them in their work? A. Yes, sir.

(Testimony of John B. Stevens.)

Q. Now, what did Mr. Moore do?

A. Mr. Moore was in the office and kept the books and did the correspondence and anything that came in the office line.

Q. And you did what about the business?

A. Well, I directed in all ways.

Q. Directed from the office?

A. No, not from the office altogether. When they were up against it on any account, they would come to me.

Q. Who were up against it?

A. Mr. Comstock or Moore or any of the men—lots of the other men.

Q. Mr. Comstock, Mr. Moore and Mr. Bass?

A. Yes, sir.

Q. But Mr. Bass and Mr. Comstock followed the men around and directed their work, did they?

A. Yes, sir.

Q. And you bought and sold and made contracts and directed the foreman and Mr. Moore in their conduct of the business?

A. Yes, sir.

Q. Is not that true?

A. Yes, sir.

Q. That is just about the exact situation?

A. Yes, sir.

Q. Now, Mr. Stevens, did you have—you heard the testimony of Mr. Moore?

A. Yes, sir. [70]

Q. In which he said he was the man whose duty it was to inquire into and give notice of accident?

Mr. QUICK.—I object to that as not proper cross-examination.

The COURT.—Objection overruled.

(Testimony of John B. Stevens.)

Exception allowed.

A. Yes, sir.

Q. Was that testimony correct or not?

A. It was Mr. Moore's duty, yes, sir.

Q. He also said that you either directly or impliedly charged him with that duty? A. Yes, sir.

Q. That you gave him general authority, is that correct? A. Yes, sir.

Q. Now, did you use any rules or direct anybody to give notice to you of any accident that happened to the men?

Mr. QUICK.—I object to that as not proper cross-examination.

The COURT.—Objection overruled.

Exception allowed.

A. I do not recall of instructing anyone to notify me or Moore of an accident.

Q. Do you remember whether there was any fixed rule or any understanding between you or any of the officers or agents of your company with reference to the question of reporting accidents to the men?

A. No fixed rule that I know of.

Q. Was there any rule fixed or in effect?

A. They were all in a bunch together, the office force and myself. If there was any accident, it was unnecessary—(interrupted).

Mr. HOLT.—What was unnecessary?

A. It was unnecessary, if you want it that way, I do not think [71] I ever gave fixed instructions to report.

Q. Did you ever give any kind of instructions,



(Testimony of John B. Stevens.)

strict or loose?      A. I do not recall any now.

Q. As a matter of fact, nothing was said between you or the officers of the company on the subject of reporting accidents, is not that true?      A. Yes, sir.

Q. Mr. Stevens, to whom,—whom did you expect them to rely upon to report the accident happening to your men to you?

A. Either Mr. Moore, Mr. Comstock or Mr. Bass.

Q. Either Mr. Moore, Mr. Comstock or Mr. Bass?

A. Yes, any of them.

Q. And if an accident happened, you depended upon them to report it to you, didn't you?

A. Yes, sir.

Q. It was not likely with your supervision and duties about the office that you would know of accidents unless they were reported to you by someone, was it? That is true, is it not?

A. When I was there, I was around the warehouse and would know of the slightest accident.

Q. I understand, but unless accidents were reported to you by someone it was not likely that you would know of it?

A. Why, yes. Why not? If I was around there, wouldn't I know of it?

Q. You were not following the men around while they were at work?      A. No, sir, that is true.

Q. Suppose a man met with an accident while at work, engaged in his duties.

A. Mr. Comstock would not be with them every minute they were there—(interrupted).

Q. No, sir—(interrupted). [72]

(Testimony of John B. Stevens.)

Mr. da PONTE.—Let the witness answer the question, please. Sit down, Mr. Holt.

(Question read.)

Q. If you were not there following the men around while they were at work, and if a man met with an accident, unless you heard of it from someone else, you would not likely know of it, would you?

A. I would have to hear of it some way to know of it, that is true.

Q. Now, you say that you depended on these three men to report to you the accident that the employees met with. You knew that you had some duty to discharge under that policy of insurance when you undertook to give notice within ten days, didn't you?

A. Yes, sir.

Mr. QUICK.—I object to that as argumentative.

The COURT.—Objection sustained.

Q. How did you undertake, Mr. Stevens—did you undertake to discharge that duty by relying on Mr. Comstock and Mr. Moore and Mr. Bass to report those accidents?

A. Yes, sir. I paid Mr. Merrill's wages for a time. I knew he was sick and finally went to the hospital. I knew that one of his kidneys was removed. I think we paid part of his wages for three weeks. I left the payment of his wages and the stopping of them to Mr. Comstock and Mr. Moore. I supposed the wages were being paid to keep him alive as he did not have any money. I was away in September and it was during my absence when the boys stopped paying his wages. I talked with Mr. Moore on the

(Testimony of John B. Stevens.)

subject of how long we would pay his wages.

I did not see Mrs. Merrill or talk to her.

I did not know Merrill was in the hospital when we were paying his wages. I did not discuss with Mr. Moore or Mr. [73] *or Mr.* Comstock what happened to bring about his sickness. I asked about his condition. He was sick when I left to go east. It looks to me likely Mr. Moore may have asked me about what we ought to pay him before I left, naturally; I was going away. Mr. Moore and I probably talked something about his being in the hospital and having his kidney removed; what was the cause; I knew that he had a kidney removed and I knew that he was sick. I do not recall talking to Mr. Moore about what happened to hurt his kidney any more than he had a diseased kidney or a lacerated kidney. I did not ascertain that it was ruptured by violence.

I do not remember that Mr. Comstock or Mr. Moore ever told me that the doctors telephoned saying that if I wanted a physician at the operation to represent me that I was at liberty to have one, but I would not swear that they did not. I do not remember any such talk.

That thereupon the plaintiff rested its case.

And thereupon Mr. Holt, attorney for the defendant, made the following motion for a nonsuit:

**[Motion for a Nonsuit, etc.]**

Mr. HOLT.—If the Court please, the defendant at this time desires to move the Court for a nonsuit for the reason that under the pleadings and evidence



in this case, the plaintiff has not made out its case. There is an allegation in the original complaint of the performance of all the terms and conditions of the contract, a denial, and then an affirmative allegation, and in the reply, as I remember it, to the effect that the notice was not given, because plaintiff had no knowledge of the accident. It appears from the testimony of Mr. Moore and it appears from the testimony of Mr. Stevens that Mr. Moore was one of the persons who was authorized and empowered by the defendant, and it was his duty to acquire knowledge of the accidents and to report [74] them; that Mr. Comstock and Mr. Bass were also relied upon and depended upon by Mr. Stevens for the purpose of furnishing to him that information; that the plaintiff himself established no rules, no regulations, took no steps at all, that is, Mr. Stevens took no steps at all or promulgated any rules, that is his relations were such to the men that he would not know of the accident unless they were reported to him by someone else. That the plaintiff has not sustained the burden of proof; that it has not shown that it had no knowledge of the accident; that it has not shown the exercise of any diligence on its part or any effort to discharge its duty to the defendant arising under the policy, and that the evidence shows that both Mr. Moore and Mr. Comstock had knowledge of the accident or at least had knowledge of certain facts which should have put them on inquiry, and which would have lead to a discovery of the truth more than a month prior to the time when the notice was given.

(Argument.)



(Deposition of I. B. Merrill.)

The COURT.—The motion is denied. Exception allowed.

Jury recalled.

And thereupon the defendant, to maintain the issues on its part, introduced the following evidence:

Defendant read in evidence the deposition of I. B. Merrill, the examination taking place by Mr. Holt, as attorney for the defendant:

**[Deposition of I. B. Merrill, for Defendant.]**

My name is I. B. Merrill. I am the same I. B. Merrill who brought suit against John B. Stevens & Company in the Superior Court of Pierce County, Washington, in 1909, for an injury received while in their employ.

Q. State briefly what you were doing and how you met with your injury.

A. Well, I was running the feed-mill for John B. Stevens on the [75] east side of the west waterway at Tacoma and Mr. Comstock was there that day and was a mill hand short there and so he was running the mill. I was working below at the mill and he fed the mill a little too heavy and choked the elevator down, and hollered down at me to shut it off from below. I did and then I had to shut it off from the car and had to cross on that hopper from the platform to car.

That board between the car and the platform broke off and let me down. It was a board on the side of the hopper; north side of the hopper. It split off, about half of it, and let me down on my short rib

(Deposition of I. B. Merrill.)

and hip bone. Part of the board remained on the hopper.

Mr. Comstock knew of my having received this injury immediately after it happened and he wanted to know if I could run the mill the rest of the day. He asked this because I was hurt. I continued to work there eight or nine days, but not all the time.

He knew I was hurt, but he did not have much to say. I did not say a great deal to Comstock.

Carlton and a man named Valebro and some others that I cannot recall were there when I got hurt.

It seems to me that Mr. Moore knew about my having met with an accident and being injured. He was not, as I know of, right at that time.

Mr. Bass was also working there. He knew of my having met with an accident. He and I talked it over. We talked about the hopper that had to be fixed over. We talked about it several days afterwards. He said they ought to have a new hopper built there. He knew that I had been injured on it and we discussed the proposed changes in it and the hopper was afterwards changed. They took it and put some two by fours along on the [76] top of it where this board had split off and had repaired it and had put the two by fours across where it fit against the car. They took off that plank on the north side and put on another. They tore it down and built a new one. I saw it had been changed, about three months after I got out of the hospital, as near as I could judge. I was in the hospital five weeks and three days. I went to the hospital along

(Deposition of I. B. Merrill.)

about the 3d of August.

Q. How long were you in the hospital?

A. Five weeks and three days.

Q. How long after your injury when you went to the hospital?

A. Why, pretty soon. They kept me at home for a week and then took me to the hospital about the 3d of August, somewhere along there, 2d or 3d—to the hospital.

### SECOND EXCEPTION.

Thereupon, Mr. Holt, attorney for the defendant, asked the witness:

Q. At the time when you went to the hospital, did you have any conversation with Mr. Comstock about your accident or condition?

The question was objected to by the plaintiff.

That thereupon the objection was overruled and the witness testified as follows:

A. He was telephoned to and he comes to the house and talked to me, and he said they calculated to do what was right—about paying my wages, and he came to the hospital to see me and asked me if I was going to bring suit against the company, and I told him I had nothing to say and to go ahead and do something and he said he would too.

He said they had never had a suit against the company and they wouldn't like to have one brought because they were willing to do anything to get along, and I told him to go ahead and [77] do so.

He helped pack me out of the house to the ambulance to take me to the hospital.

(Deposition of I. B. Merrill.)

When I was discussing the accident with Bass, Mr. Comstock was away some place. He had taken Comstock's place as foreman. [78]

**[Instruction Regarding Conversation at Hospital.]**

That thereupon the Court said to the jury, in reference to the conversation at the hospital:

The COURT.—Now, gentlemen of the jury, regarding this conversation at the hospital, to which objection is made, the Court instructs you that it is not everything that a man who is an agent for a corporation; that everything that he happens to learn binds the corporation. It is only that knowledge that comes to him while he is acting for the corporation in the scope of his employment. There has been testimony in the case regarding what Mr. Comstock learned at the time this accident happened. Now, with regard to these conversations at the hospital, there is no testimony that the company sent Mr. Comstock to the hospital, and, there being nothing to that effect, you are to disregard that as binding the plaintiff company, the John B. Stevens Company, and only consider it to this extent: That is, as to enabling you to determine what he learned—he, Comstock, learned—when this accident happened. If those conversations are in effect an admission on his part that he did know from the beginning that this man was hurt in the mill, you will consider it to that extent, but, so far as the company is concerned, you will disregard any admissions he made that the company was going to fix it up, or going to make it good, or all right, and all that. You will disregard that,



(Deposition of I. B. Merrill.)

because there was nothing to show that he was on the business of the company.

To which the defendant objected and excepted and his exception was allowed.

A day or two after my injury I discussed the hopper with Mr. Comstock. He said it ought to have been fixed a long time ago. He may not have understood exactly what happened, but we had talked about it several times before and he knew that I claimed that a board had broken off as I had so told him. I had told him that the board had split off and he said it ought [79] to have been fixed long ago. I never had any talk with Mr. Stevens, and Mr. Comstock told me that he had taken and knocked off the piece of the board that was left on the hopper and taken the bottom board of the hopper and put it on the top.

I never had any conversation with Mr. Stevens on the bridge about my condition and illness or anything on that subject. I never had any conversation with Mr. Stevens that I remember of.

Cross-examination.

(By Mr. QUICK.)

A. I was hurt the 18th or 19th day of July; I am not sure which it was. Either the 18th or 19th of July, I believe.

Q. Well, do you know?      A. Yes, sir.

Q. Are you positive then?

A. Yes, sir. I was back at the warehouse the next morning after I quit. I was there for a few minutes. I didn't work that day.

(Deposition of I. B. Merrill.)

Q. Then where did you go?

A. I was up to the doctors. I went back to town on the 11th St. bridge. There was no other way to go.

**[Testimony of John B. Stevens, for Defendant  
(Recalled).]**

At the request of counsel for the defendant, JOHN B. STEVENS was recalled for further examination by Mr. Holt, attorney for the defendant:

Cross-examination.

(By Mr. HOLT.)

I find that Mr. Moore was elected secretary of John B. Stevens & Company on the first day of August, 1908, and that he was secretary at the time of the accident to Merrill. He is still our foreman and is in the courtroom.

Mr. Bass is dead.

If any of the men working for John B. Stevens were injured or got sick, the man who happened to be there, Mr. Moore, Mr. [80] Comstock or myself or Bass, or anyone, looked after them. Mr. Comstock hired and managed the men and discharged them.

When Mr. Comstock was acting as foreman, the man who was with the man when he was injured would go to the office and report the injury. There was no one designated for that purpose. There was no man whose duty it was to look after a man under [81] such circumstances, unless it was Mr. Comstock. It would naturally be the foreman in charge, if he was there.

(Testimony of John B. Stevens.)

I did not know that Comstock had gone to the hospital with Merrill. If Comstock went to the house of Merrill and took him to the hospital or made any statement with reference to the payment of the wages, he was acting on his own account and I knew nothing of his having done it, but I knew that the wages were being paid on his recommendation; but Comstock was going beyond the range and scope of his authority when he undertook to assist the man or go to the hospital with him.

(By Mr. HOLT.)

Q. Do you remember I also said to you "You must communicate with Mr. Ramm at Seattle. I have nothing to do with the matter, although I represent the company in its ordinary litigation, but I will write to Mr. Ramm for you and call his attention to the accident"? You remember that, don't you?

A. I do not remember it; no, sir.

Q. You won't say it did not occur?

A. I won't.

Q. And didn't this also occur: In that conversation didn't you say to me that the accident occurred some time in July; that you did not regard it as of any importance and gave no notice; that the man strained himself and subsequently went home sick; that you had paid his wages; that he went to the hospital and you had paid his wages there, and he afterwards came back and went to work, and that you did not consider it a matter of any importance and hence failed to give any notice? A. No, sir.

**[Testimony of Mrs. I. B. Merrill, for Defendant.]**

That thereupon Mrs. I. B. MERRILL was sworn and testified in behalf of the defendant as follows, being examined by Mr. Holt: [82]

**Direct Examination.**

I am the wife of I. B. Merrill and was his wife at the time he met with the accident in the employ of John B. Stevens & Company. I remember when he met with the accident. I learned of it on the 18th of July, in the evening. I remember his going to the hospital. He went on the 2d or 3d of August. Mr. Comstock was at our house about Aug. 2d. I had a conversation with him that afternoon when Mr. Merrill was at the hospital.

Mr. da PONTE.—If the Court please I want to object to any testimony with reference to anything that occurred at the house or hospital, because it appears that Mr. Comstock went there on his own motion, and Mr. Stevens was examined by the defendant and that fact was proven. Now, if the Court please, they cannot bind the plaintiff by anything that Mr. Comstock may have learned when going around on his own business, attending to his own affairs.

The COURT.—There is nothing before the Court now.

Mr. Comstock talked about Mr. Merrill's having been injured.

Mr. HOLT.—Q. State what Mr. Comstock said to you on that subject on that occasion.



(Testimony of Mrs. I. B. Merrill.)

Mr. QUICK.—I object to that as incompetent and hearsay.

The COURT.—Objection overruled.

Mr. Comstock was at my house and I had a conversation with him after Mr. Merrill was in the hospital that afternoon. Mr. Comstock helped to carry him out to the ambulance. Mr. Comstock talked to me then about Mr. Merrill's having been injured. He said it was too bad that Merrill got hurt; that Mr. Stevens would stand good for his hospital bill and pay his wages. I went down to get his wages after Comstock told me to come. They [83] were partly paid. I went down one day and Mr. Comstock sent me to Mr. Moore and he said that Mr. Stevens had ordered him not to pay me any more; that he had got back from the east and that he ordered him not to pay us any more. It was about three weeks after Mr. Merrill went to the hospital. I had no conversation with Mr. Stevens about these matters at any time.

Cross-examination.

(By Mr. QUICK.)

Q. You say Mr. Merrill was hurt on what day?

A. It was the 18th or 19th. I would not be sure. It was one of those dates.

Q. The 18th or 19th of what month?

A. July.

Q. 1909?      A. Yes, sir.

While he was in the hospital I went to John B. Stevens' offices and they paid me some of his wages. They never paid a full week's wages at any time,

(Testimony of Mrs. I. B. Merrill.)

and that is all they gave me.

Merrill was hurt on the 18th or 19th day of July; I am not sure. It was one of those days.

Thereupon the defendant read in evidence the deposition of W. C. Ramm, as follows:

**[Deposition of W. C. Ramm, for Defendant.]**

(By Mr. HOLT.)

I live in San Francisco. I will not be in the State of Washington during the month of December, 1913. I am claims adjuster of the Globe Indemnity Company. I was in Seattle, Washington, as claims adjuster for the Frankfort Marine, Accident & Plate Glass Insurance Company, in the summer and fall of 1909.

I heard about the claim made by Merrill against Stevens & Company about October 28th or 29th, 1909, through communication from Attorneys Hudson & Holt, and a letter from John B. Stevens [84] & Company dated October 29, 1909, in the following language:

“Tacoma, Washington, October 29, 1909.

Mr. W. C. Ramm,

Adjuster Frankfort Insurance Company Seattle,  
Washington.

Dear Sir: At the present time we are carrying an employers' liability policy with your company written by W. H. Opie & Company, Tacoma. In July this year one I. B. Merrill was hurt while stepping from the platform to a car on our side track, and not until a few days ago did we have any idea that there would be a suit in consequence. However, we have

(Deposition of W. C. Ramm.)

a copy of the summons and as your attorneys here seem to be waiting for instructions from you before starting the defense we feel that the matter demands prompt attention. We do not think that said party has [85] any standing whatever in court and will be glad to have our foreman take the matter to your attorney's attention in particular. Please advise disposition of summons early.

Very truly yours,

JOHN B. STEVENS & COMPANY."

After I went over to Tacoma to investigate this accident I had a conversation with W. H. Moore, at the office of John B. Stevens & Company. I was referred to Mr. Moore as the man in charge of the office. He was secretary and manager of John B. Stevens & Company. He said that he had written the letter which was signed Stevens & Company, which I have set out.

Q. State what conversation you had on the morning of October 30, 1909, with Mr. Moore.

A. When I called at the office of the John B. Stevens Company and asked for the manager or man in charge, I was referred to Mr. Moore. After introducing myself, I advised him that I was there to look into the case of this injured man Merrill, as to how the accident occurred, and various facts in connection with the case. After a short discussion about the way the accident occurred, I asked him why he had not reported the case before that time. He stated that after working at the plant, for a time after he was injured, he went to the hospital and

(Deposition of W. C. Ramm.)

later returned to their employ and he thought that nothing would come of the case, and therefore did not report it. I then asked him if he did not know that the policy required that all cases of accidents occurring under the policy of the Frankfort Marine, Accident & Plate Glass Insurance Company had to be reported within ten days. He said he did not know that. I asked him if he had ever read his policy, and he said he had not. I then advised him that owing to the—

Q. You mean by “advised,” you told him?

A. Then I told him that owing to the fact that the accident had [86] not been reported to us within the time limit called for in the policy that I could not assume the case and would have to refer it to our head office in San Francisco for their instructions.

Q. Did Mr. Moore in that conversation tell you about when the accident had occurred?

A. He said that the accident had occurred in July, 1909. He told me that when I was discussing the case with him, trying to learn of the facts.

Q. Do I understand you, Mr. Ramm, that Mr. Moore explained to you why a report of the accident had not been made earlier?

A. He stated that the man had—

Q. Just answer that.

(Question read.)

A. Yes, sir.

Q. Just what did he say in that regard?

A. He said that the man had been injured, and



(Deposition of W. C. Ramm.)

having remained in their employ for a short time after being confined in the hospital, where his wages and doctor bills had been paid, that he returned to their employ, and did not think anything of the case or that he would ever hear anything of it; so, he did not report it.

I received a report of accident from John B. Stevens & Company. I told Mr. Moore that I could not take up the question with my company unless they made out a report of accident. I received it on October 31st or November 1st. It was one of our regular blanks and reads as follows:

“Report of Accident. Name of Employer, John B. Stevens & Company; address of employer, West Waterway, Tacoma, Washington; business, Hay, Grain and Flour; injured person’s name, I. B. Merrill; age forty-one; daily wages two dollars and a half; occupation, laborer; married; address, 1524 South D Street, City of Tacoma, Washington; in whose service, John [87] B. Stevens & Company; general duties, sack sewer working in feed-mill; how long employed prior to the accident, about fourteen months; how long engaged on this job, about fourteen months; had he done similar work prior to this employment, yes; was the injured person familiar or not with the work engaged in or the machinery being operated at the time of accident, had been employed in different feed-mills and flour-mills in Tacoma and Seattle; was he in full charge of the machine to the extent that he could start and stop it at will, yes; describe machinery, tool, staging, etc.,

(Deposition of W. C. Ramm.)

connected with the accident, framework cover to grain hopper; was it sound and in good working order at time of accident, and who can prove this, yes, H. C. Comstock; state who was responsible for seeing machinery in good order when last inspected by him, and result of inspection, no machinery involved in this case; nature and extent of injury, he avers he fell while stepping to car; probable period of disablement, not known, kidney rupture; was injured person engaged in his regular occupation at time of accident, yes; what instructions as to his duties had he received and who gave same, no special instructions given; was he obeying his instructions when injured, yes; taken to home or hospital, if to hospital state name and location, injury not supposed serious at time; still in hospital or discharged, discharged; has the person returned to work, no; did the injured employee ever give notice of any defect in ways, works or apparatus connected with the accident; and if so was such defect remedied, nothing reported; did the injured person know of the defect, and if so who can prove this, no defect known; did the injured person make any statement after the accident as to its cause, or admitting his own carelessness, and if so what did he say, and who heard it, said to H. C. Comstock that he slipped and fell in [88] getting from platform to car and hurt his side; was doctor or surgeon called, or did injured person go to him, he went to a doctor three or four weeks later; name and address of surgeon, if any, who attended him, Dr. Wilmot B. Reed, Fidelity

(Deposition of W. C. Ramm.)

building; date of accident June 14th or 15th, 1909; place, J. B. Stevens' warehouse, Tacoma Washington; name and address of foreman in charge, H. C. Comstock, 3708 South A; has he power to engage and discharge workmen, yes; where was foreman at time of accident and what was he doing, in warehouse at time attending to duties; names and addresses of all persons who witnessed the accident, or who claim to have witnessed it, or who would probably know anything about it. Place the mark X against the names of those, if any, who were not your employees at the time of the accident, Oren Busard, Sherman House, D Street, witnessed accident; have any of the above been discharged or left your employ since? If so, give names and state whether discharged or left voluntarily, none discharged; has any other accident ever occurred to any of your employees under similar circumstances, at the same place or with the same apparatus, no; was accident due to want of ordinary care on the part of injured person, or to negligence of any other person; if so, of whom, lack of ordinary care on part of injured person; narrate below how the accident happened, its causes, etc., and illustrate by any marked rough sketch which you think will enable the cause of the accident to be easily understood, I. B. Merrill stepped on framework of cover to grain hopper. Cover intended to keep out rain while hopper was not in use and for no other purpose. Merrill acknowledged to foreman at a later date that it was his own fault and did not blame us in any way; how many days a week does



(Deposition of W. C. Ramm.)

injured party work, six and sometimes seven."

This report was sent to me by letter from John B. [89] Stevens & Company and this letter was in the following language: "Tacoma, Wash., October 30, 1909, W. C. Ramm, Hoge Building, Seattle, Washington. Herewith report of accident and copy of summons in the case, as per your request. Summons was served Saturday, October 30, 1909, and is returnable in twenty days. Please let us hear from you at earliest date possible. Very truly yours, John B. Stevens & Company," with the initial "M" below.

John B. Stevens & Company also sent me a copy of the original report made by Dr. Read. I have hunted for it and cannot find the original. I received it about November.

When I talked to Moore he said to me that the reason he did not send in a report was because the man had kept on working for a month and that he was then laid up in the hospital and all his bills were paid and that he did not think there would be any trouble on account of the accident and he did not see any need of reporting it. I explained to him the necessity of giving notice immediately and within ten days. He said he did not know of this.

I took up all matters connected with the matter with W. H. Moore. My company refused to defend the suit because notice had not been given.



**[Testimony of Wilmot D. Read, for Defendant.]**

Thereupon the defendant introduced WILMOT D. READ, who testified as follows:

Direct Examination.

(By Mr. HOLT.)

My name is Wilmot D. Read. I operated on I. B. Merrill for an injury to his kidney in the latter part of July or first of August. He had a ruptured kidney such as usually comes from a fall or blow.

Cross-examination.

(By Mr. QUICK.) [90]

He was very weak and wanted to find out what was the matter. He came into the office and complained of weakness. I examined his urine and found it filled with blood. I asked him how long that existed, if he hadn't noticed it, and then he gave me a pretty definite answer, and then I went into the history of the case. It was then I learned that he had had a fall and struck on his side and that he had continued working in this condition for some time. I sent him home and afterwards removed the kidney.

He did not complain of the injury until after I quizzed him. Complained of tenderness over his kidney.

When Merrill came to my office he did not complain of having been injured. He came to me to find out what was the matter with him. There are things that made an impression on me that I do remember. He was very weak and was all in and he wanted to

(Testimony of Wilmot D. Read.)

find out what was the matter with him.

Q. Isn't it true as you remember it that he did not connect up his condition with any fall or injury that he had received until after you had quizzed him for quite a long time and drawn it out of him?

A. Mr. Merrill came into the office and complained of weakness—all in—and I examined his urine and found it filled with blood. I asked him how long that had existed, if he hadn't noticed it, and then he gave me a pretty definite answer, and then I went into the history of the case and examined him and looked him over, and then I learned that sometime previous to that, I could not say, he had had a fall and struck upon his side and that he had continued working in this condition, for how long I do not remember, but those are the things that impressed me, and the things that I remember relative to it.

Q. I found those things from his history and examination of his urine before I got any information from him that he had met with [91] an injury.

Q. Mr. Merrill did not attribute his condition to any injury he had received?

A. As I remember that was brought out in the history. I do not remember having any talk with Mr. Stevens or any member of the company in regard to it.

Redirect Examination.

(By Mr. HOLT.)

After I had examined him I asked him if he had received an injury and then I told him it came from the kidney.

**[Testimony of James A. La Gasa, for Defendant.]**

Thereupon JAMES A. LA GASA, a witness, was offered in behalf of the defendant, and testified as follows:

Direct Examination.

(By Mr. HOLT.)

I am a physician. I assisted in the operation on I. B. Merrill. He entered the hospital on August 4, 1909, and left August 31, 1909.

**[Testimony of Mrs. Etta Tute, for Defendant.]**

Thereupon the defendant introduced Mrs. ETTA TUTE, a witness, who testified as follows:

Direct Examination.

(By Mr. HOLT.)

Q. State to the jury Mrs. Tute what it was he (Comstock) said to you on that subject?

Mr. da PONTE.—That is objected to as irrelevant, immaterial and incompetent.

The COURT.—Under what rule do you claim it is admissible, Mr. Holt?

Mr. HOLT.—It is a declaration of Mr. Comstock showing that he knew at that time.

Objection overruled.

I live in Tacoma. I knew Mr. Merrill and his wife. Mr. Merrill was in the hospital in 1909. I was living near them. I [92] knew Mr. Comstock from having been introduced to him the day Mr. Merrill was taken to the hospital. He was present. I said to Mr. Comstock, "I feel sorry for Mrs. Merrill because they have been in such poor

(Testimony of Mrs. Etta Tute.)

circumstances," and he said to me, "You [93] tell Mrs. Merrill not to worry, that Mr. Merrill's wages will continue the same as though he was working," and that he had just as much right to his wages as some others that had been in the factory, that got their wages all the time. That Mr. Merrill had the same right, and he said that he would see that he did.

**[Testimony of John A. Coleman, for Defendant.]**

Thereupon the defendant introduced JOHN A. COLEMAN, a witness in behalf of the defendant who testified as follows:

Direct Examination.

(By Mr. HOLT.)

My name is J. A. Coleman. I am an attorney and I represent the claim department of the Frankfort Marine, Accident & Plate Glass Insurance Company in the State of Washington.

I know Mr. W. H. Moore. I had a conversation with him in the office of Fisher Flouring Mill Company on or about October 10th last. Mr. Moore stated in my presence that he was told, before the suit was brought against John B. Stevens & Company and while Merrill was in the hospital, something about Merrill having met with some other accident that accounted for his injury at that time and when he heard of it he went to Mr. Stevens and protested against the payment of further wages to Merrill on account of that fact. He said this practically. He said that he claimed to Mr. Ramm that he did not know of the accident until ten days after it had oc-



(Testimony of John A. Coleman.)

curred, but that he did not say to him that he did not know an accident had happened until the time suit was brought.

Q. (By Mr. HOLT.) In that conversation, did he say, Mr. Coleman, that he did not tell Mr. Ramm that he did not know of the condition in the policy requiring notice, but that what he did say was that he did not know that the policy would be forfeited if he did not give the notice. [94]

A. Practically that, yes. He did not say it in those words, and he did not say it all in one sentence.

Cross-examination.

(By Mr. QUICK.)

Mr. Holt was with me at the time. We went over for the purpose of digging into the matter and seeing what we could learn from Mr. Moore.

I have answered the questions that have been asked me and I have not been asked anything else.

Mr. Moore did tell me that after they had received notice of this claim they went to investigate the matter.

I do not think I ever read the first answer Mr. Holt filed in this case. I know that in the first answer it was alleged that the accident occurred on June 15th or 16th, instead of July, and I know now that the case was defended on the theory that the injury occurred in June, 1909.

Recross-examination.

(By Mr. QUICK.)

The only thing I learned about the question of dates was through conference with Mr. Holt was

(Testimony of John A. Coleman.)

that the foreman, Mr. Comstock, had testified in the case of Merrill against John B. Stevens & Company that he knew nothing of the accident unless it happened in June.

I learned that it was the whole theory of the case that Mr. Merrill was not injured by the breaking of a board at the hopper, and that it was claimed by John B. Stevens & Company that they did not know anything about it, if a board did break.

Redirect Examination.

(By Mr. HOLT.)

I know nothing about the trial of the other case. What I learned of the other case was that Comstock took the position; that the accident occurred in June.  
[95]

**[Testimony of J. F. Fitch, for Defendant.]**

Thereupon J. F. FITCH was sworn and testified in behalf of the defendant as follows:

Direct Examination.

(By Mr. HOLT.)

I was one of the attorneys in the case of I. B. Merrill against John B. Stevens & Company.

**Rebuttal.**

That thereupon the plaintiff offered and read in evidence certain parts of the deposition of W. H. Moore, and the following proceedings were had with reference thereto:

**[Excerpts from Deposition of W. H. Moore, for  
Plaintiff, in Rebuttal.]**

Mr. QUICK.—I now offer in evidence the part of the deposition of Mr. W. H. Moore which was excluded yesterday in relation to the matter of making a report to Mr. Ramm. The report is now in evidence as a part of Mr. Ramm's deposition, which makes this part of the deposition competent. (Reading.) "Q. Now, Mr. Moore, at the time you got this notice from Fitch & Jacobs and received the Complaint, did you make any inquiry concerning the matter? A. I did. Q. Did you, or not, then make a report of the accident to the insurance company at Mr. Ramm's request? A. I did. Q. I call your attention to the report of the accident in which the following occurred: 'Did the injured person make any statement after the accident as to its cause? A. Said to H. C. Comstock that he slipped and fell in getting from platform to car and hurt his side.' " And the following: "I. B. Merrill stepped on framework of cover to grain-hopper. Cover intended to keep out rain while hopper was not in use and for no other purpose. Merrill acknowledged to foreman at a later date that it was his own fault and did not blame us in any way." I will ask you to state when and how you got that information.

Mr. HOLT.—"Defendant objects to this question, first, because it is leading in form; second, because it is irrelevant and [96] immaterial to the issues of this case how, when or where Mr. Moore obtained

(Deposition of W. H. Moore.)

this information; for the further reason that what is contained in the report of the accident is irrelevant and immaterial and incompetent as well; that the report has not been introduced in evidence, proved or verified in any way, or even identified, and it is immaterial whether what was stated by counsel for the plaintiff in the question or what was read by him to the witness from the report was or was not in fact the report."

The COURT.—Objection overruled. Exception allowed.

Mr. QUICK.—(Reading:) "A. Why, I got the information from conversation with the boys around the warehouse, from the Summons and Complaint.

Q. When?

A. When I received the blank from Mr. Ramm.

Q. That was after the commencement of the suit?

A. It was."

**[Testimony of Mrs. H. C. Comstock, for Plaintiff (in Rebuttal).]**

Thereupon Mrs. H. C. COMSTOCK was sworn and testified in behalf of the plaintiff as follows:

Direct Examination.

(By Mr. QUICK.)

I am the wife of Mr. Comstock, foreman of John B. Stevens & Company. On the 19th day of July, 1909, Mr. Comstock was with me at Seattle. It was Tacoma Day at the Fair. I was with him. We left on the nine o'clock boat Tacoma Day and stayed all day at the fair and went to Everett in the evening



(Testimony of Mrs. H. C. Comstock.)

and we stayed at Everett until Tuesday, and we came back and went to Mineral and Mr. Comstock had his two weeks' vacation and we stayed the rest of the time at Mineral. He was away two weeks. We went to Seattle Tacoma Day. I know it was in July.

Cross-examination.

(By Mr. HOLT.)

I do not know whether it was the 18th or 19th of July, [97] but I know it was Tacoma Day. Mr. Comstock and his mother and I went over to Seattle on the morning boat. He was gone two weeks on his vacation. I do not know anything about his helping to carry Merrill to the hospital. He never talked to me about what was going on in the warehouse. He told me yesterday that he might call me for a witness. I did not go into details. I went to ask him questions and he said, "That is all right; that is all I want to know, if you remember that we went to Seattle on Tacoma Day."

**[Testimony of Mrs. S. P. Comstock, for Plaintiff (in Rebuttal).]**

Thereupon Mrs. S. P. COMSTOCK was sworn and testified in behalf of the plaintiff as follows:

Direct Examination.

(By Mr. QUICK.)

I am the mother of H. C. Comstock. On Tacoma Day in July, 1909, Mr. Comstock and his wife and I went to Seattle to the Fair. We were gone about a week, I think, or something like that. After we left Seattle we went to Everett on a visit and stayed sev-

(Testimony of Mrs. S. P. Comstock.)

eral days. I do not know how many days we were there.

**[Testimony of H. C. Comstock, for Plaintiff (in Rebuttal).]**

Thereupon H. C. COMSTOCK was sworn and testified in behalf of the plaintiff as follows:

**Direct Examination.**

(By Mr. da PONTE.)

My name is H. C. Comstock. I was foreman for John B. Stevens & Company for ten years. I remember Mr. Merrill.

On July 16, 1909, I went over to Seattle in the morning, I remember distinctly. It was Tacoma Day. Stayed there until evening. Went to Everett and was gone about a little less than two weeks, from the 16th day of July. I layed off for my vacation on July 14th and returned on the 28th.

The first I ever knew of an accident on the 18th or 19th [98] of July was when we got the complaint in this suit, about the 9th day of October, 1909. I first heard that Merrill claimed that a plank on the hopper had broken and caused him to fall when I read it in the complaint.

I did not see I. B. Merrill from the time I left on my vacation until I returned, about the 28th day of July, when I met him in the morning. I had heard of him that morning through Dr. Read, who called me on the 'phone.

That thereupon the witness was asked by the attorney for the plaintiff the following question:

**Q.** Did Dr. Read tell you that Merrill had been in

(Testimony of H. C. Comstock.)

an accident at the mill?

To which question the defendant, by his attorney, made the following objection:

Mr. HOLT.—I desire to object to that as being leading, irrelevant, hearsay and incompetent.

That thereupon the objection was overruled and an exception was allowed, and the witness answered:

A. No, sir, I did not.

I saw Merrill after the conversation with Dr. Read. I said to him, "What are you doing down here this morning, Merrill"? "Dr. Read called me up last night and told me you were sick and that it was necessary for you to lay off a few days." He said, "He did tell me that, but I thought I had better come down and see you."

It seemed to me that Merrill's purpose in coming was in regard to being hard up; that he couldn't afford to lay off and so on. If he was sick I didn't want him to work. I do not want any man to work when he was sick.

I did not have any conversation with him in respect to paying for his time and I did not remember his saying anything about it. [99]

That thereupon the witness was asked by the attorney for the plaintiff:

Q. What did you tell him?

And thereupon the question was objected to by the attorney for the defendant as follows:

Mr. HOLT.—Wait a minute. I object to that as irrelevant and immaterial, incompetent and hearsay.

On which the Court made the following ruling:

(Testimony of H. C. Comstock.)

The COURT.—Objection overruled. The jury will only consider it on this question of whether this witness then knew or theretofore knew or then learned that this man had been hurt at the mill. Other than that you will disregard the conversation. Exception allowed.

That thereupon the witness answered:

A. I do not remember that I told him anything in particular any more than I thought as long as he had been advised by the doctor to lay off on account of his sickness I thought it was necessary for him to do so.

That is all that was said.

He went home. As far as I know he left the warehouse. This was about eight or nine o'clock in the morning.

I called on him a few days later to see how he was getting along.

Neither Mr. Stevens nor anyone else told me to go. I went of my own accord and not in connection with the business of John B. Stevens & Company. I went to his house and saw him. I had a talk with him. I had a conversation with him. I could not repeat the conversation exactly. There was not much of anything said, only I asked him how he was feeling and how he was getting along and so on. We talked a few minutes like that. I did not hear of an accident at that time, nor [100] did he attribute his condition to an accident, nor was anything then said about his wages. He was hard up and he had given me to understand that he was and I spoke to Mr. Stevens about it and asked him what he wanted to do in re-



(Testimony of H. C. Comstock.)

gard to paying something to Merrill while he was off, and he said to do what I thought was right. I did not promise him on behalf of John B. Stevens & Company to pay his doctors' bills. I did not have any talk with him about the doctors' bills. I may have said the same thing to Mr. Moore about paying his wages what I said to Mr. Stevens.

The next time I went to his house was when he was taken to the hospital. I saw Mrs. Tute there. I did not leave any message with Mrs. Tute to deliver to Mrs. Merrill, nor did I tell her to tell Mrs. Merrill not to worry, that the company would pay Mr. Merrill's wages the same as others that got hurt. I said nothing like that. I did not know that I spoke to Mrs. Tute. I did not know her at the time. I had no authority to represent Mr. Stevens in the matter of promising to pay Merrill's doctor bills or time or anything else. Mr. Stevens' men have always been taken care of when they were sick or incapacitated. I did not treat Merrill any different than I have treated others under the same circumstances.

I had no talk with Mrs. Merrill at the time Merrill was taken to the hospital. I may have spoke a passing word to her, but no conversation that I remember of.

Neither Mr. or Mrs. Merrill, at any time, claimed to me that Merrill met with an accident in Mr. Stevens' employ and that he was sick on account of it, nor did I ever tell Mr. Stevens or Mr. Moore that Merrill sustained an accident at the warehouse.

I went to the hospital to see Merrill. I did not ask

(Testimony of H. C. Comstock.)

[101] him to not bring any suit against John B. Stevens & Company about the accident. Had no talk with him about a suit. I did not know he was going to bring suit.

I read the summons and complaint in Merrill's case and talked to Mr. Moore about it and we began to look it up to see if there had been any accident. I had never heard of an accident up to that time.

I examined the hopper. The hopper had been altered at the time the summons and complaint was served. It was simply a change in the cover on the hopper. The hopper was built first for a certain car. We found afterwards that it did not work except on one certain sized car and we decided to make the change. I had figured on that a long time before and had engaged the millwright to do the work on it, but they were busy at that time and I could not get them when I wanted them. They came as soon as they finished the job they were working on.

I think the changes were made before the summons and complaint were served.

When I read the summons and complaint I went to see if I could find any broken planks that had been taken from the hopper, but there were no broken ones. I found the very plank and post that Merrill claimed were broken. I took them into the office and put them behind the safe and they were burned up in the fire about November 30th. The fire burned up everything. I recovered and preserved those planks shortly after the summons and complaint came into the hands of the company.

(Testimony of H. C. Comstock.)

At the time the summons and complaint were served none of the men had left our employ who were there in July, 1909, that summer, except probably one or two of them, who were working in town. The following were still there: Frank King, O. J. Jenks, C. D. Jenks, George Carlton, Jas. H. McCrary, John Martin, [102] William Martin, J. K. Hall, John Velebir and George Brady.

These men all testified on the trial of the Merrill case in the Superior Court.

That thereupon the attorney for the plaintiff asked the following question:

Q. Now, calling your attention to one Oren Busard, was he still around town at the time this notice was received from Fitch & Jacobs and notice given to the insurance company?

That thereupon the attorney for the defendant made the following objection:

Mr. HOLT.—Wait a moment. If your Honor please, I did not interpose an objection prior to this time to this testimony, but I presume that the intent and purpose of it is perfectly plain, and I think it is irrelevant and immaterial for any purpose, to any of the issues in this case, it being my contention that it does not make any difference.

That thereupon the objection was overruled by the Court and an exception was allowed.

A. I am not sure where Oren Busard was at the time. He was here shortly afterwards, but he may have been working there at the time, but he was either working for John B. Stevens & Company or working around town.



(Testimony of H. C. Comstock.)

The men I have mentioned constituted all the witnesses in the Merrill case except the doctors and excepting Busard. The witnesses I mentioned were the witnesses in the Merrill action, except Busard. I am a little dark in regard to Busard. I would like to explain if you will allow me. Busard was with us and worked with us some time about the time this [103] summons and complaint was served, but he was not a witness for us.

He disappeared before the suit was tried.

Mr. Merrill told me that he had fell and hurt his side. This was either the 14th or 15th of June, 1909. That is all I know about it. I never heard anything more about it after that. He did not say any board had broken on the hopper. He did not tell me when he had slipped and fallen. He just happened to tell me as he met me in the warehouse.

At the time I took up the investigation with Mr. Moore, when the complaint was served, I told him what Mr. Merrill had told me of having fallen or slipped and hurting his side.

That thereupon the witness was excused temporarily.

**[Testimony of James A. Bradley, for Plaintiff (in Rebuttal).]**

That thereupon JAMES A. BRADLEY was sworn and testified in behalf of the plaintiff as follows:

**Direct Examination.**

(By Mr. da PONTE.)

Tacoma Day at the Seattle Exposition was July 16, 1909, and this was conceded.



**[Testimony of H. C. Comstock, for Plaintiff  
(Recalled in Rebuttal).]**

That thereupon H. C. COMSTOCK was recalled for further examination and testified as follows:

Cross-examination.

(By Mr. HOLT.)

I last saw Busard between the time the summons and complaint were served and the time of the trial. He was working at the warehouse.

Mr. Ramm did not come over and consult with me about the accident to Merrill *to Merrill* or at any other time. I know him but I did not talk to him.

I did not tell Mrs. Tute what she said. I never heard about Merrill being hurt except some time in June, when he told me that he had slipped and fallen. I swear positively to that. [104] I testified as a witness in the case of Merrill against John B. Stevens & Company. I was one of the chief witnesses.

That hopper was boarded up on two sides. It had a cover over it. The side next to the car was open, except for the machinery that was in it. The side next to the platform butted up against the platform. There were two posts next to the platform, two posts next to the car. These posts supported the framework for the hopper. The hopper was boarded up with boards on each side. Mr. Merrill testified that he stepped on the edge of the top board on the north side in an effort to step to the door of the car and that the board being insufficiently nailed, broke off with him and let him down on his side. That is what he testified to, I heard him.

(Testimony of H. C. Comstock.)

The posts of the hopper were all moved when the hopper was altered. When the hopper was altered all the plank on both sides were taken off and some of the plank were put back on, but some new plank were put back on and the hopper was widened and enlarged.

After the suit of Merrill was brought I went and tried to find the plank and posts from the old hopper. I found them under the warehouse where they were all piled. I found the same plank. I had not nailed it back on. It never went back on and I did not testify on the former trial that I nailed it back on.

The posts were all taken out. They have been put back in but they were moved and new posts were set up for the framework and I think one of the old posts was left inside of the framework.

I do not think I testified that they used the board which Merrill claimed to have broke, in constructing the new hopper. I know that this board had not split with Merrill. [105]

That thereupon the following question was put to the witness by the attorney for the defendant:

Mr. HOLT.—Q. (Reading from the testimony in the other case.) “Q. Did you find the board? A. We found the board. They used the north board on the new hopper they constructed. Q. The north board? A. Yes. Q. Did you find another board? A. We found another board.” Did you testify to that, Mr. Comstock? Were you not also asked this: “Q. Did you find the top board, what you conceived

(Testimony of H. C. Comstock.)

to be the top board?" And did you not answer, "No, sir?"

A. I do not think I did. I think we found the top board.

Q. I am asking you whether you made those answers on the former trial of this case. Were you not then asked this question, "Q. You did not find that?" And did you not answer, "I do not think we did. If I remember right it was the bottom board," is that correct?

A. It must be if it is in the testimony.

Q. And were you not asked this, "And they used the middle board?" And did you not answer, "I think that was the one." Do you remember about that? A. I do not remember it now.

Q. And were you not asked this, "You saved one of those boards until the fire?" And did you not answer, "Yes, sir"?

A. I think I had some of the boards until the fire. I know I had the important ones.

Q. Didn't you swear as I have asked you here (indicating) that it was the bottom board you found, and it was the top board broke off with Merrill, that he stepped on the top board of the hopper and the board broke off, and didn't you swear as I have read to you that the board you found was the bottom board?

A. I could not remember whether I swore to that or not. [106]

I do not know whether my recollection is as good as it was then. It has been a long time since I gave

(Testimony of H. C. Comstock.)

the evidence. I know I looked up all the stuff and knew when I had at that time. I knew what boards I had taken inside and what boards had been used on the outside. It is very likely that my testimony at that time would be more correct than it is now.

I did testify that the posts over next to the platform showed how many nail holes where the top plank was. I think one of the posts on the outside was used back again. That is the post to which the plank was nailed.

When I spoke to Mr. Stevens about Merrill's wages I did not know that Merrill had been hurt and did not tell Mr. Stevens so and I did not tell Mrs. Tute that I was sorry he got hurt and would treat him as I would any other man that got hurt. I had no conversation with Mrs. Tute at all. I heard the testimony of Mr. and Mrs. Merrill in which they spoke of certain things. I said about the payment of wages to him. That testimony is not correct. None of those conversations took place.

I heard about Merrill throwing the hammer at Johnny Martin, who joshed him about his accident at the time of the trial. I never heard of it until after the summons and complaint was served. Merrill told me in June that he fell and hurt his side. When I spoke to Mr. Stevens about paying Merrill's wages I asked him what I should do in regard to giving him some money on his wages, and Mr. Stevens told me to use my own judgment and give him what I thought was right. Do not know whether this was before or after he went to the hospital, but I did



(Testimony of H. C. Comstock.)

not say anything to Merrill on the subject. The reason I did not speak to Merrill after I spoke to Mr. Stevens is because I never say anything to any man about what I am going to give him when I give it to him for charity. [107] As a matter of custom I refrain from letting him know that I was going to pay part of his wages, even when I have authority from Mr. Stevens to do it.

I told Mr. Moore about what I told Mr. Stevens and probably about the same time. Mr. Moore approved of it. I do not remember that I told him what it was for. I do not remember that I went into any details and he followed my recommendation. I think Mr. Merrill's wages were paid something like three or four weeks. I was there when they quit paying them. I do not remember whether I went to Mr. Stevens and Mr. Moore and came back and told Mrs. Merrill we would not pay any more wages. I remember she came down there and I went into the office and asked about it. Mr. Merrill and I were friends, not in particular, not intimate. I had never been to Merrill's house before.

The doctor did not mention about intending to perform any operation when he telephoned to me, nor did he mention anything about having one of his kidneys fractured. He said his reason for calling me up was that Merrill had come to him sick and he told Merrill it would be necessary for him to lay off a few days. He said that Mr. Merrill seemed to think I could not get along without him. I said, "It is foolishness on Mr. Merrill's part to think that I

(Testimony of H. C. Comstock.)

cannot get along without him. I do not expect a man to work who is sick and not able to work. Dr. Read did not call me up and say that Merrill was there; that he was suffering with a fractured or broken kidney on account of being hurt down there at your mill and that it was going to be necessary for him to have an operation, he thought, in a few days, and that if John B. Stevens & Company wanted to have a physician represent them at that operation that they could do so. Nothing of the kind was said. [108]

I talked to Merrill the next day at the warehouse. He came into the warehouse. I do not know by which door he left. I did not see him except when he was inside of the warehouse. I did not ask what was the matter with Merrill. The doctor didn't tell me. I never had curiosity enough to ask him what was the matter. I might have asked how he was feeling. Did not know what was the matter. Did not know that he was passing blood from his kidneys at that time. Did not ask him about these things because I do not ask people what is the matter. Sometimes they do not want to tell.

I was at Merrill's house once before he went to the hospital. I do not know what time of day it was when I went up to see Merrill. It was during the day time; sometime while I was up town. I simply went up to see him as I would have to see anybody that was sick. I did not have curiosity enough to ask him what was the matter with him. I did not think he knew. I did not know how he was affected.

(Testimony of H. C. Comstock.)

The doctor told me he did not know what was the matter with him when he was talking to me at my house. He was taken to the hospital in the forenoon. Do not know whether he called me up or sent word that he was going and would like to see me. I talked with him a little when I went up there. I did not say they were going to pay his wages. Did not ask what was the matter.

Did not ask Merrill what the operation was to be for. I did not ascertain from him what part of him was going to be cut open or why it was. I knew he was going to the hospital. Did not know what he was going there for. I did not know he was going to be operated on. I thought he was going there because he was sick. I just went up to see him. I am under the impression that he sent me word that he was going to the hospital and that he would like to see me before he went, or something [109] like that. I cannot remember what we talked about. I went up there expecting to talk to him, but when I go to see a sick person I do not talk very much with them or stay very long. Just to see how they are feeling and getting along. I did not testify that he called me up but that he wanted to see me. I helped put him into the ambulance. Did not talk to him about any accident or wages or to his wife about any accident or his wages or to Mrs. Tute about the accident or his wages. The only thing I did was to look on while he was being carried to the hospital and assist in putting him into the ambulance. I do not know what he sent for me for.



(Testimony of H. C. Comstock.)

I tried to get Busard and could not find him.

When I went to look at the hopper and the plank after the summons and complaint were served I had not forgotten that the hopper had long since been altered and new planks and new posts put on.

Q. You said, Mr. Comstock, at the time this summons and complaint were served, that you had a talk with Mr. Moore and spoke to him about Mr. Merrill having fallen in June. Am I correct? A. Yes.

Q. What made you mention that in connection with the summons and complaint to Mr. Moore? Did you think that was the time he fell on his side and broke the plank off the hopper?

A. I knew it was.

Q. And the plank was broken off the hopper, wasn't it? A. No, sir, it was not.

At the time the summons and complaint were served and I had the talk with Mr. Moore, I spoke to him about Merrill having fallen in June. I mentioned that in connection with the summons and complaint because I knew that that was the time he fell on his side and broke the plank off the hopper.

That was the time he fell on his side, but the plank was [110] not broken off the hopper. I swore in Merrill's case that the plank had never broken off the hopper and that was the point in issue in that case.

Redirect Examination.

(By Mr. da PONTE.)

The only fall I ever heard about was the one which Merrill told me about. When the summons and com-



(Testimony of H. C. Comstock.)

plaint was served was the first knowledge that I had that there was any claim about the hopper being broke. The model of the hopper [111] was made for the use of Mr. Holt in the trial of that case. It was reproduced just as it was before the changes and it was produced in court.

I went to look for the boards which had been taken out of the hopper at the time it was altered and I found them under the platform and they were the boards that were burned up in the fire.

Recross-examination.

(By Mr. HOLT.)

I found part of the boards that had been taken from the hopper when it was repaired. I found all that had not been put back. There were certain marks on the boards by which I knew them. I do not know why they were saved. I knew the boards. The hopper was a correct model.

Witness excused.

Thereupon Mr. da Ponte, attorney for the plaintiff, made the following offer and the following proceedings were had:

The answer to plaintiff's amended complaint was thereupon offered in evidence as Plaintiff's Exhibit 4. The said answer was in the following language:

**[Plaintiff's Exhibit No. 4—Answer.]**

“Comes now the defendant in the above-entitled action and for its amended answer to the complaint of the plaintiff therein:

I.

Answering paragraph III of said complaint, de-

defendant denies that the injury, or the accident, referred to in paragraph III of said complaint, was covered by the policy of insurance therein referred to. Defendant admits that payment of the judgment, referred to in said paragraph, to the extent of Five Thousand Dollars was demanded from it and that [112] it wholly failed and refused to pay the same or any part thereof; but it denies that its failure and refusal to pay the same, or any part thereof, was in violation or disregard of the undertaking referred to and set forth in the same complaint, and as to the other allegations in said paragraph contained, defendant denies any knowledge or information thereof sufficient to form a belief as to the truth of them and each of them, except it admits that on or about the 15th day of June, 1909, the I. B. Merrill, referred to in said paragraph, sustained an injury due to an accident;

AND FOR A FURTHER ANSWER TO PLAINTIFF'S COMPLAINT AND AS A FIRST AFFIRMATIVE DEFENSE THERETO, defendant alleges:

### III.

Defendant alleges that the accident and injury to I. B. Merrill, referred to in plaintiff's complaint, occurred on or about the 15th day of June, 1909, and that the said plaintiff, through its officers and agents, knew of the said accident at the time it occurred and knew that the said I. B. Merrill had been injured thereby, but that the said plaintiff, in violation of the terms and conditions of the said policy, failed to give to this defendant, or to any of its officers or

agents, or to its manager for the United States, or to its duly authorized representative for the locality in which the said policy was issued, any notice thereof, in writing or otherwise until about the 25th day of October, 1909, and at, or within a few days of the time of the commencement of the action of *Merrill vs. Stevens & Co.*, referred to in plaintiff's complaint;

AND FOR A FURTHER ANSWER TO PLAINTIFF'S COMPLAINT, AND AS A SECOND AFFIRMATIVE DEFENSE THERETO, defendant alleges:

I.

That, at the time of the accident to I. B. Merrill, referred to in plaintiff's complaint, the plaintiff, through [113] its officers and agents, well knew that the accident had happened and knew of the nature and character of the injuries sustained by the said Merrill; that the said accident occurred in the month of June, 1909, but that, notwithstanding this knowledge on the part of the plaintiff, it gave to the defendant no notice of the happening of the said accident, and this defendant had no knowledge or information thereof, until after the commencement of the action by the said Merrill against said plaintiff, referred to in plaintiff's complaint, which was on or about the 25th day of October, 1909."

Thereupon John B. Stevens was recalled by the plaintiff for further examination and testified that when he met Merrill on the bridge he was on foot.

That thereupon the defendant, to maintain its

case, introduced the following evidence and the following proceedings were had:

**[Testimony of Mr. da Ponte, for Defendant (in Surrebuttal).]**

Mr. HOLT.—I will call Mr. da Ponte to the stand.

Direct Examination.

(By Mr. HOLT.)

Q. I hand you, Mr. da Ponte, the original complaint in the case of John B. Stevens & Company versus Frankfort Marine, Plate Glass Insurance Company, which you will recognize as this case?

A. (Examining.) Yes, sir, this is it.

It was thereupon admitted in evidence as Defendant's Exhibit "A," and is in the following words and figures, to wit:

**[Defendant's Exhibit "A"—Complaint.]**

"The complaint of the plaintiff for cause of action against the defendant alleges:

I.

That plaintiff is a corporation organized under the laws of the State of Washington, and has complied with all of the laws of said State and has a license and permit to do business [114] therein. That defendant is a corporation organized with power and authority to do an insurance and indemnity business, and to issue policies or undertakings to indemnify employers from damages on account of personal injuries received by their employees, in consideration of the premium paid therefor.

II.

That on or about the 17th day of November, 1908,



in consideration of a premium of \$73.00 paid by plaintiff, defendant executed and delivered to plaintiff a certain contract of insurance or indemnity, wherein and whereby defendant agreed and bound itself to indemnify plaintiff against loss arising from legal liability for damages on account of bodily injury or death suffered by any employee of plaintiff resulting from any and every accident of whatsoever nature or cause happening in, upon or about the premises and in the business of plaintiff, not to exceed, however, the sum of \$5,000.00 for injury or death to any one employee, for the full period of one year from date of said policy, to wit: for the period of one year commencing the 17th day of November, 1908, and ending the 17th day of November, 1909.

### III.

That on or about the 15th day of June, 1909, and while said policy was in full force and effect, one I. B. Merrill, an employee of plaintiff, sustained an injury due to an accident, the same being within the terms and covered by said policy, and thereafter, to wit, in the month of October, 1909, said I. B. Merrill commenced an action at law against plaintiff in the Superior Court of the State of Washington in and for Pierce County, seeking to recover damages for bodily injuries received in said accident; and thereafter such proceedings were had in said cause that a verdict and judgment were rendered in favor of said I. B. Merrill and against plaintiff in the sum of more [115] than \$6,000.00, which said judgment was affirmed by the Supreme Court of the State of Washington, but defendant, although requested to pay said

judgment to the extent of the sum of \$5,000, wholly failed and refused to pay the same, or any part thereof, in violation and disregard of its aforesaid undertaking, and thereupon, to wit: on or about the 1st day of January, 1911, plaintiff was forced to and did pay off and discharge said judgment by paying to said I. B. Merrill the full amount thereof, together with costs.

#### IV.

That it is further provided in and by said policy that in case of legal proceedings to enforce a claim against plaintiff covered thereby, that defendant would, at its own cost, undertake the defense of the same, but notwithstanding its agreement so to do, and notwithstanding that plaintiff gave immediate notice of the commencement of said action and requested defendant to undertake the defense of the same, defendant, in violation of its said contract, failed and refused so to do, and plaintiff was forced to and did defend said action at its own expense, and expended as necessary costs and attorney's fees therein, including costs recovered by I. B. Merrill, plaintiff therein, and interest on the said judgment pending appeal, the sum of \$1,072.95, which plaintiff paid off and discharged upon the affirmance of the said judgment by the Supreme Court, as aforesaid.

#### V.

Plaintiff further alleges that it duly performed each and all of the matters and things, and complied with all the conditions of said contract of insurance, as provided in said policy, which were incumbent upon it, but the defendant breached the same and re-

(Testimony of Mr. da Ponte.)

pudiated all liability upon its part, and still continues [116] so to do and refuses to reimburse plaintiff for the said sums so paid by it, or any part thereof, and the same is still due and unpaid.

Wherefore plaintiff prays for judgment against defendant in the sum of \$6,072.95, and for legal interest and costs."

Q. Is it not true, Mr. da Ponte, that it was alleged in that complaint that the accident to Merrill occurred about the 15th day of June, 1909?

A. Yes, it is so stated.

Q. Now, afterwards, Mr. da Ponte, an amended complaint was filed by you?      A. I think so, yes.

Q. I now exhibit to you the original of the amended complaint on file in the case.

A. (Examining.) Yes.

Q. I will ask you if it is not true that in the second line of paragraph 4 of that complaint the words "On, to wit, July 19th, 1909" are not interlined?

A. Yes, sir, that being the only date stated.

Q. Now, is it not a fact that that interlineation was made by you after this complaint was filed under an oral stipulation or agreement that it might be made without the filing of a new pleading, for the purpose of convenience.

A. I could not say, Mr. Holt.

Q. Now, refresh your recollection a little, Mr. da Ponte.

A. If you are willing to say so, I am willing to admit it.

Q. I am not on the witness-stand. You excluded



(Testimony of Mr. da Ponte.)

me, you know.      A. I cannot tell.

Q. It looks very much that way.

A. The allegation without the interlineation was "That while said policy was in full force and effect on I. B. Merrill employed [117] by the plaintiff was injured," and then the interlineation fixed the date, "On, to wit, July 19th, 1909."

Q. Don't you recall that instead of filing a new pleading, rewriting the whole pleading, you asked consent to write it in with a pen?

A. I cannot remember it, but won't say it is not true. If you say so, I am willing to admit it. I won't question it if you say so.

Q. It is true that your original complaint reads that the accident occurred in June 15th?

A. Yes, sir.

Q. Is it not true that you filed an amended complaint then and did not say when it took place, except as fixed by the interlineation?

A. Yes, sir. That is true.

Q. Now, see if you cannot refresh your recollection about that.

A. I told you if you say so I would concede it, but I cannot testify to something I cannot remember. If you ask me if I remember I cannot tell you. If you push me to it, I will concede it.

Q. No, I do not want that.

A. Well, then, that is all I can do for you.

Q. I will show you now the reply of John B. Stevens in this case and I will ask you to look at it and see if it is not the reply to the answer to the amended



(Testimony of Mr. da Ponte.)

complaint. This paper I have handed to you is the paper I have indicated.      A. Yes, sir.

It was thereupon admitted as Defendant's Exhibit "B," and is in the following language:

**[Defendant's Exhibit "B"—Reply.]**

Comes now the plaintiff and makes reply to defendant's answer to plaintiff's amended complaint as follows: [118]

I.

Replying to paragraph "II" of said answer plaintiff alleges that in said original action of I. B. Merrill vs. John B. Stevens & Company it is alleged in plaintiff's complaint that said accident for which said suit was brought happened on the 19th day of July, 1909, as appears from the complaint therein attached to plaintiff's amended complaint, and said allegation was put in issue by the answer filed therein, as appears from said answer, a copy whereof is hereto attached, marked Ex. "A." That one of the issues tried and determined in said cause and found and passed upon as a basis for the judgment rendered in said suit of I. B. Merrill vs. John B. Stevens & Co. was whether said accident occurred on the 19th day of July, 1909, or on or about the 15th day of June, 1909, and said issue was determined against this plaintiff, defendant in said suit of I. B. Merrill, and it was adjudicated that said accident happened on said 19th day of July, 1909, and said finding and judgment is conclusive on the parties hereto, and plaintiff now pleads the same as *res adjudicata* of the issue now sought to be raised by defendant as to the date of said accident.

## II.

Replying to defendant's first affirmative defense, plaintiff admits that the policy was issued in the State of Washington, but as to the allegation that said accident happened on or about the 15th day of June, 1909, plaintiff here adopts the plea of *res adjudicata* stated in paragraph "I" of this reply. Plaintiff denies that it knew of the injury or accident to the said I. B. Merrill on or about the 15th day of June, 1909, or at any time prior to the 14th day of October, 1909, but admits that it gave no notice of said accident prior to said 19th day of October, 1909, and alleges that it had no notice or knowledge whatever [119] of the accident or injury to the said I. B. Merrill until the 19th or 20th day of October, 1909, and immediately upon learning thereof, and on the said 19th or 20th day of October, 1909, it gave due notice to defendant's duly authorized representative for the locality in which said contract was issued in writing, and defendant never at any time made objection to the form or sufficiency of said notice, except only that defendant pretended that same was not given in time, as required by the terms of said contract of insurance, and plaintiff admits that defendant declined to admit liability for said accident giving as reasons therefor failure of plaintiff to give immediate notice of said accident, as required by said contract. And for further reply to said first affirmative defense plaintiff alleges that said policy provided "that upon the occurrence of an accident . . . the insured shall immediately, and at the latest within ten days . . . give notice in

writing of such accident," etc., and it was impossible for plaintiff to comply therewith for the reason that it had no knowledge of said accident until long after the time said provision required notice to be given thereof.

### III.

Replying to defendant's second affirmative defense, plaintiff here adopts the reply to defendant's first affirmative defense stated in paragraph "II" of this reply. And further replying thereto plaintiff denies that by reason of its failure to give notice and investigate the accident, the evidence became destroyed and the witnesses scattered, and by reason of certain alterations made in the structure at which the accident occurred, it was no longer possible to defend said action. But plaintiff admits that there was an alteration made in said structure, but alleges that the same was slight and immaterial [120] and in no way prejudicial to the defense of said case, and said alteration was made prior to the time that plaintiff knew of said accident or that said structure was claimed by said I. B. Merrill to have been responsible therefor or connected therewith in any way. And plaintiff alleges that said structure was totally destroyed by fire without its fault long prior to the time said suit of Merrill was or could have been tried, and in any event could not have been available for use as evidence therein.

Wherefore plaintiff prays as in its complaint.

### EXHIBIT "A."

Comes now the defendant in the above-entitled action, and in answer to plaintiff's complaint therein;



## I.

Defendant admits that at the time referred to in paragraph numbered 2 of plaintiff's complaint, he, the said plaintiff, had been and was in the employ of this defendant running certain machines situate in its warehouse, but it alleges in this connection that the running of the said machines was only one of the duties which plaintiff was employed to perform, and that among his duties was that of assisting in the unloading of grain from the cars to the elevators in defendant's warehouse.

## II.

Defendant denies each and every the allegations contained in paragraph numbered 4 of said complaint, except it admits that the plaintiff moved the lever shutting off the supply of grain from the hopper to the screw.

## III.

Defendant denies each and every the allegations contained in paragraphs numbered 3, 5, 6, 7 and 8, in said complaint contained. [121]

## IV.

Answering paragraph IX of said complaint, defendant denies that the plaintiff sustained great or permanent or any injuries by reason of the careless or negligent manner in which the framework around the hopper referred to in said paragraph was constructed, or by reason of the said framework breaking or giving way with plaintiff; and as to the other allegations in the said paragraph numbered IX contained, defendant denies any knowledge or information thereof sufficient to form a belief as to the



truth of them and each of them.

V.

Defendant denies any knowledge or information thereof sufficient to form a belief as to the truth of the allegations and each of them, contained in paragraphs numbered 10 and 11 of said complaint, except it admits that plaintiff was earning about eighteen dollars (\$18) per week at the time therein referred to.

V.

Defendant denies the allegations and each of them, contained in paragraph numbered 12 of said complaint.

AND FOR FURTHER ANSWER to plaintiff's complaint, and as a first affirmative defense thereto, defendant alleges:

That the risks and dangers of performing the work which plaintiff was performing at the time of his alleged injury, in the manner in which he was then performing the same, were open, patent and obvious to plaintiff, and were all well known to him, or in the exercise of ordinary prudence and care should have been known to him.

And for further answer to plaintiff's complaint and as a second affirmative defense thereto, defendant alleges:

That at the time of the alleged injuries to plaintiff referred to in his complaint, as was well known to the said [122] plaintiff, there was a safe way in which he might have performed the work in which he was engaged, as well as an unsafe way, but that when the said knowledge, the said plaintiff volun-

(Testimony of Mr. da Ponte.)

tarily elected to perform the said work in the unsafe way, and while so doing he was injured and the injuries so received by him are the same injuries referred to in his complaint.

And for further answer to plaintiff's complaint, and as a third affirmative defense thereto, defendant alleges:

That the said plaintiff at the time of his alleged injury negligently, carelessly and unnecessarily placed himself in a dangerous position where he was likely to slip and fall, and while in the said position he did slip and fall, and was thereby injured, and the injury so received is the same pretended injury referred to in his complaint.

And now having fully answered defendant prays to be hence dismissed with its costs and disbursements in its behalf expended.

(Signed) HUDSON & HOLT,  
Attorneys for Defendant.

The WITNESS.—It is the reply to your last answer but one.

Q. It is the reply to the answer to your amended complaint.     A. I think not.

Q. One is by interlineation and one is by the filing of a new pleading?

A. We will concede that that date was an amendment. The reply is sworn to by Mr. Stevens and signed by me.

Q. I will ask you if it is not stated in this that "Plaintiff denies that it knew of the injuries or accident to the said I. B. Merrill on or about the 15th

(Testimony of Mr. da Ponte.)

day of June, 1909, or at any time prior to the 14th day of October, 1909.”      A. No, sir.

Q. That is not alleged here? [123]

A. October 19th, it is intended to be October 19th.

Q. And is it not alleged also as a plea of *res adjudicata* that it was settled and determined in the case of Merrill against Stevens that this accident occurred on the 19th day of July, 1909?

A. I do not know what is there. That is my contention. You have got the Reply. I want to make a statement in connection with this.

When I took charge of the case I brought suit for Mr. Stevens and of course I knew nothing of the facts. I got hold of such records as I could find. I do not know that I got them all, and I saw in connection with the papers that there was some contention made in the Stevens case that the accident happened on the 15th day of June.

Mr. da PONTE.—At that time it never occurred to me that the question of when the accident happened as between July 19th or June 15th would have any special bearing on the case and I gave that matter no consideration particularly as you will see the pleadings state that the accident happened while the policy was in full force and effect, and Mr. Holt states there was an interlineation which fixed the date as of July 19th. I believe it was not until that time that it occurred to me that there would ever be a serious contention in the case as to when the accident happened. After Mr. Holt took his position denying it happened on July 19th and alleged

(Testimony of Mr. da Ponte.)

that it happened on June 14th or 15th, I made that Reply, that in the Merrill case it had been adjudicated against Mr. Stevens. It was my idea and contention that the matter had been settled by the Merrill case and that if our contention had been sustained there would have been no judgment—(interrupted).

Mr. HOLT.—I object to that. [124]

The COURT.—You may simply explain the admission. That is as far as it can go.

Mr. da PONTE.—After Mr. Holt filed his answer, his last Answer, admitting it happened in July, I withdrew the plea of *res adjudicata* and filed another Answer, or the present Reply in the case.

Q. You say you filed your original Complaint alleging that this accident occurred in June. Taking the contention of Mr. Stevens in this former case that it occurred in June as the basis of your filing your Complaint in this case,—did you?

A. I took that date. I knew there was some testimony to that effect.

Q. And then subsequently you say when I filed an Answer you thought that the time might be material and in your Amended Complaint you put in a different date, July 19th?

Mr. QUICK.—If the Court please, I object to that as incompetent and immaterial, not surrebuttal or anything.

(Argument.)

No ruling.

Q. Then you filed a second Amended Complaint



(Testimony of Mr. da Ponte.)

and then you left it out altogether?

A. I cannot say that was left out altogether but it was dictated.

Q. And then you filed another Amended Complaint and you interlined—(interrupted).

A. No, sir.

Q. You changed it to July 19th?

A. To-day the date in there is July 19th.

(Witness excused.)

**[Testimony of I. B. Merrill, for Defendant (Recalled in Surrebuttal).]**

That thereupon I. B. MERRILL was recalled by the defendant for further examination:

That thereupon the attorney for the defendant asked him: [125]

Q. You were hurt in the month of June?

This was objected to by the attorney for the plaintiff as not surrebuttal and as having been gone into before.

The COURT.—The objection is overruled.

Thereupon it was conceded by the plaintiff that Merrill met with no accident in the month of June, 1909.

Thereupon the witness testified: I had no conversation with Mr. Comstock in the month of June in which I told him that I had fallen and hurt myself. I never fell and hurt myself at the warehouse more than once.

Q. I will ask you, Mr. Merrill, whether you were in the office of Dr. Read at the time that conversation was taking place?

(Testimony of I. B. Merrill.)

Mr. da PONTE.—Wait a minute. The witness testified that the conversation that he heard occurred with Mr. Moore and he never claimed that Doctor Read had any conversation with Mr. Comstock.

Mr. HOLT.—I made an effort to read his deposition in evidence on that subject, but the Court excluded it.

The COURT.—As the Court recalls your testimony, Mr. Comstock's testimony was that Doctor Read called him up at his house, and that Dr. Read's testimony, as the Court recalls it, is that he called up John B. Stevens & Company.

Mr. HOLT.—Doctor Read said that he could not remember anything about it and Mr. Comstock testified—(interrupted).

The COURT.—That testimony was that he did not call up John B. Stevens & Company.

Mr. QUICK.—And the doctor testified that he could not remember.

Mr. HOLT.—Yes. Now, that eliminated Doctor Read entirely. Mr. Comstock goes on the stand and testified to a conversation over the phone that it was at his house between he and Doctor Read. I asked him if Doctor Read did not say to him certain things in that conversation. I now propose to show by Mr. Merrill that [126] he was sitting in Doctor Read's office at the time of this conversation and that he heard what Doctor Read said.

Mr. da PONTE.—Now, unless he can testify to whom he said it—(interrupted).

Mr. HOLT.—It will be for the jury to say whether

(Testimony of I. B. Merrill.)

two such conversations took place between he and Doctor Read on this subject.

The COURT.—Unless you can show some circumstance that would justify the Court in submitting the question of whether he was talking to Mr. Comstock or not, the objection will be sustained.

Mr. HOLT.—Mr. Merrill, were you—I will ask you the preliminary questions and then stop. Were you in Doctor Read's office on the date you consulted him about your injury when he had a talk over the telephone with reference to you?      A. I was.

Q. Do you remember anything that was said by him over the telephone to indicate to whom he was talking?

Mr. da PONTE.—I object to that.

Objection overruled.

A. Yes, sir.

Q. What was it?

Mr. QUICK.—I object to that as incompetent, immaterial and hearsay.

Mr. HOLT.—I have asked the witness if he knew of anything that occurred there that would indicate with whom the doctor had the conversation.

The COURT.—Objection sustained as to exactly what was said.

Mr. HOLT.—What was it that indicated to you with whom this conversation by Doctor Read was being held?

Mr. da PONTE.—That calls for an answer, an objection to which has already been sustained. [127]

(Testimony of I. B. Merrill.)

The COURT.—You may ask him if he called the person by name.

Q. Mr. Merrill, was anyone's name used by Doctor Read in that conversation?

Mr. da PONTE.—I object to that. (Objection overruled.)

A. He wanted to know who he was talking to and as near as I could understand it was Mr. Comstock, that was what Doctor Read said.

Q. Did Doctor Read say who he was talking to?

A. Yes, sir.

Q. Do you know whether he called up John B. Stevens & Company? A. He did.

Q. How do you know that?

A. I do not know only from what he said.

Q. Did you hear the number?

A. I did not exactly know their telephone number.

Q. Did he say that he was going to call up John B. Stevens & Company or make any declarations on that subject, or did he make any declarations on that subject at about the time he went to the telephone?

Mr. QUICK.—I object to that as incompetent.

The COURT.—Objection sustained.

Mr. HOLT.—I will try in every way—if your Honor has anything to suggest as to what occurs to your own mind about the foundation to lay for this—I am going to get it in if I can, this conversation of Doctor Read about which Mr. Comstock testified.

The COURT.—Any part of the conversation that he heard that would indicate to whom he was talking, you may go that far, and then when you do that, why



(Testimony of I. B. Merrill.)

there is nothing else in the conversation that will be permitted.

Mr. HOLT.—I will endeavor to do that as far as I can.

Q. Can you remember what Doctor Read said?  
[128]

A. He said,—he asked who he was talking to, who was at the phone.

Q. You did not hear the answer?

A. Doctor Read said he was talking to Mr. Comstock.

### THIRD EXCEPTION.

Mr. QUICK.—I object to that.

The COURT.—Not what he said to you, but what he said in the phone.

A. Why, he said I was not able to work.

The COURT.—Objection sustained and the jury will disregard that.

Mr. HOLT.—If your Honor please, Mr. Comstock says that he had a conversation with Doctor Read at that time in which Doctor Read said certain things to him. Now, this connects Mr. Comstock up as the man with whom Doctor Read was holding this conversation.

The COURT.—There is too much doubt about it. Exception allowed.

Mr. HOLT.—I will have to proceed one or two questions further, if your Honor please.

### FOURTH EXCEPTION.

(By Mr. HOLT.)

Q. What else, if anything, did Doctor Read say to

(Testimony of I. B. Merrill.)

this man who was talking over the phone at that time?

Mr. QUICK.—I object to that as incompetent.

The COURT.—Objection sustained. Exception allowed.

#### FIFTH EXCEPTION.

(By Mr. HOLT.)

Q. Now, the question I want to ask now, under the rule, will have to be leading in form because I am going to try to put the same one to him that he put to Mr. Comstock. Did Doctor [129] Read say to this person in that conversation that you were likely to have to undergo an operation because of the injury to your kidneys or kidney, that you received, and that if they wanted a physician, if John B. Stevens & Company wanted a physician they could have one, or was that the substance of it?

To which question counsel for plaintiff excepted, because it was incompetent, and the objection was by the Court sustained and exception allowed.

That thereupon the witness Merrill testified as follows:

Mr. Comstock came to my house on his first visit after I was ill because I had my wife telephone for him to come up.

#### SIXTH EXCEPTION.

That thereupon the following questions were asked the witness and answers were made and proceedings had in reference thereto, as follows:

(By Mr. HOLT.)

Q. And did you, in your testimony—I wish you

(Testimony of I. B. Merrill.)

to state to the jury briefly what was said by you to him with reference to your accident at that time.

Mr. da PONTE.—That has all been gone into.

The COURT.—Objection sustained.

Mr. HOLT.—Now, if the Court please, the situation was this in this case: I called attention to it at the time. The plaintiff made out his case and kept Mr. Comstock off the witness-stand, refrained from using him, and compelled us to put in our testimony, and I took the deposition of Mr. Merrill which was read without any opportunity to know what they were going to prove by Mr. Comstock. Now, we could not ask questions that would exactly anticipate what Mr. Comstock was going to swear to when they used him. They held him off the witness-stand and they put him in in rebuttal, and now I want to ask Mr. Merrill what conversation took place at the time Mr. Comstock came up in answer to [130] his summons.

The COURT.—Ask leading questions to contradict anything, but do not ask him to repeat conversations.

Mr. da PONTE.—That is the very thing we put Mr. Comstock on to do, was to contradict these conversations that Mr. Merrill testified to.

Mr. HOLT.—I will ask this question and the Court will rule upon it and I will be satisfied: At the time Mr. Comstock came there, as you have testified, in answer to your summons, was anything said by you to him on the subject of your injury? Was anything said by him to you on the subject of the

(Testimony of I. B. Merrill.)

payment of your wages, hospital bills or anything of that kind?

Thereupon the plaintiff objected to the question as irrelevant and immaterial and as having been gone into before, and the Court sustained the objection and allowed the defendant an exception.

(By Mr. HOLT.)

I asked the question of whether anything on that subject was said.

The COURT.—He has already testified on that.

That thereupon the witness proceeded to testify as follows:

Cross-examination.

(By Mr. QUICK.)

I am positive that the accident for which I brought suit against John B. Stevens & Company and for which I recovered judgment, occurred on July 18th of 19th.

### SEVEN EXCEPTION.

That thereupon it was stipulated by the parties in open court that the amount of the sums paid by John B. Stevens & Company in satisfaction of the judgment recovered by Merrill and costs and interest thereon, might be given to the jury in the form of a statement to aid them in determining the amount [131] and the interest, but that it was expressly understood that this was with the understanding that its relevancy was objected to and the objection reserved on the ground that there could be no recovery for any sum under the policy, and that thereupon the defendant waived all objection as to the



form of the statement, but objected to the evidence of the amount of the payments, principal and interest, going to the jury, for the reason that there could be no recovery for anything under the policy, but the objection was overruled and an exception allowed by the Court.

Thereupon the defendant rested and the case was argued to the jury by the counsel for the respective parties.

That thereupon the Court delivered to the jury the following instructions, which were all the instructions given to them by the Court:

*In the District Court of the United States for the  
Western District of Washington, Southern  
Division.*

No. 1739-C.

JOHN B. STEVENS & COMPANY,

Plaintiff,

vs.

FRANKFORT MARINE PLATE GLASS IN-  
SURANCE COMPANY,

Defendant.

**Instructions.**

GENTLEMEN OF THE JURY:

The argument having been completed in this case, the Court will charge you concerning the law. You will take the pleadings out with you. The court will outline the issues in the case, so that you may have them in your minds while you are listening to the Court's instructions. The important points in the case have been presented in the arguments. In this

case I have asked the Clerk to fasten together those pleadings that are going out as pleadings, because you will [132] remember that certain of the pleadings that have been superseded were introduced as evidence on account of admission in them, statements made concerning this date of the accident, particularly.

Now, the pleadings on which this case is tried are the Amended Complaint, the Amended Answer and the Amended Reply. I have asked the Clerk to fasten them together, and you will remember that when you go out into the jury-room when you are determining what the dispute is between the parties in this case.

Briefly, the Complaint alleges that John B. Stevens & Company took out an insurance policy for a year and paid for it, indemnifying them against loss for any injury to plaintiff's employees on its premises. That is the substance of it, that while that policy was in force one of plaintiff's men was hurt, that it called upon the insurance company to take care of the matter, to defend the company, that is after the suit was brought on account of the injury the company did this, that the insurance company refused to defend, that John B. Stevens & Company did defend and lost the case, and it was appealed and they eventually had to pay some \$6,000.00 in damages to the injured workman, and in addition to that certain interest and costs in the lower court and the costs in the Supreme Court, and that the insurance company has not repaid any part of that amount.

The insurance company, the defendant in this case, comes in and admits a considerable part of this; admits the issuance of the policy; that it was paid for, and that it covered this accident, and that they refused to defend the action and that no part of the loss sustained by John B. Stevens & Company has been paid by them, and they set up as a defense and excuse for not paying for the injury or defending the case, that the policy provided that they were to have immediate notice upon the [133] occurrence of an accident; that that notice was not given, and that that failure to give notice exonerated them from any responsibility in the matter; that on account of the failure to give notice, the witnesses became lost, scattered, and the evidence disappeared, and that they could not successfully defend the case on that account, and that this failure to give notice was entirely the fault of the plaintiff. In substance that is an affirmative defense set up by the Answer.

The plaintiff comes back in its Amended Reply and denies this affirmative Answer, denies that any of the witnesses had been lost or evidence had been lost, or that the case could not have been as successfully defended after the notice was given as if it had been given earlier. That is an outline of the issues in this case.

You will observe as we have progressed in the case that most of the evidence and the argument is directed to one of the principal issues in this case, and that is whether notice was given by the plaintiff to the insurance company according to the terms of the policy. The policy provided that upon the oc-



currence of an accident, whether a claim was made on account of it or not, immediate notice, and not later than ten days, should be given in writing to the insurance company. That is the substance of that clause in the policy. Now, that term, "immediate notice," does not mean notice instanter, whether the plaintiff knew of the happening of the accident or not; it means notice given within a reasonable time, within reasonable promptness in view of all of the circumstances of the case. If the plaintiff gave notice to the defendant immediately after learning of it, if it was not of itself at fault in not learning of it sooner, and gave this notice, as I say, immediately, if it was not in fault, not having known of it, then it complied with that provision of the policy. You can readily see the purpose of a [134] provision of this kind, that prompt notice should be given to the insurance company to enable it to investigate the case and see whether it was one that should be defended, and if it was one that should be defended that it should have a good opportunity of making a defense and securing the evidence, as ordinarily evidence could be more easily secured and obtained and the facts more easily and quickly ascertained if an early investigation is made after the accident than if it is delayed unreasonably.

In this policy it provided that in case of an injury, that the company would not be liable in excess of \$5,000.00 for the injury; that is substantially the provision, but the company, in addition to that obligation, undertook to either settle the case or defend it if suit was brought at its own cost. So, in this



case, as long as the liability was incurred by John B. Stevens & Company, which it paid, on account of this injury, of some \$6,000.00, that is over \$5,000.00 on account of the injury, appeals, interest and costs, if the plaintiff is entitled to recover, the defendant would not only be obligated to pay the \$5,000.00 and interest on it, but also obligated to pay the reasonable and necessary expenses to which John B. Stevens & Company was put in defending the case in the Superior Court and also in the Supreme Court to which it was carried on appeal.

Now, regarding this issue raised by the defendant's Answer, that it was prejudiced by reason of this delay in the giving of the notice, and the Reply which was interposed, in effect that the defendant was not prejudiced, you can see that the matter divides itself into two heads, the defendant being obligated by the policy to defend the suit and obligated to pay the damages sustained by the injured man, in case it was lost,—there are two views to be taken of the matter, first, [135] whether there was anything in the delay in the notice, if it was delayed, was not given immediately as provided by the policy, and as I have instructed you, whether or not that interfered with or rendered more expensive or more difficult the defense of the case, that is, the conduct of the defense. If the plaintiff was to blame in not giving this notice immediately under the terms of the policy, and it would have been or rather was more difficult and expensive to defend it, that expense would be something that the defendant in any event was not bound to stand.

Then, the second question for you to determine is whether the plaintiff was at fault in any delay in giving this notice, that occurred, as well as whether the conditions were such as to thereby prevent a successful defense. If a successful defense of the case was prevented or probably prevented by reason of this delay, then the \$5,000.00 that they were obligated to pay by the policy, and the interest on it—the defense is not liable for that. You can understand the differences between mere conduct of a defense of litigation of that character, whether it was rendered more expensive or more difficult, and the question of liability or chance of making a successful defense had been rendered more difficult or lost.

The Court will read to you certain written instructions which have been prepared. Before reading them I will instruct you that the plaintiff is a corporation. It is claimed in this case by the defendant as one of the issues in this case that it had knowledge or should have had knowledge of this accident more than ten days prior to the time it gave the notice to the defendant. The only way that a corporation can gain knowledge or have notice is through its officers or agents. It is an invisible, intangible thing, a corporation, and only acts and can only be acted upon through its officers or agents. But it can have agents [136] who are not officers. Now, then, the knowledge either Mr. Stevens or Mr. Moore had, they being the managing officers of the corporation, president and secretary of the company, whatever knowledge or notice they had concerning the accident in which Mr. Merrill was in-

jured, that would be the knowledge of and notice of the plaintiff company here. But that is not all. A corporation may employ, as I said, agents who are not officers, for the performance of its labor. Now, having undertaken under this policy to give notice upon the occurrence of an accident to the defendant insurance company, it was the business of the company to take reasonable steps to comply with that undertaking. If the part of the work that fell to the lot of Mr. Stevens or Mr. Moore, president and secretary of the company, was of such an engrossing nature, or the circumstances were such that it would not be reasonably likely that they would know when an accident occurred upon their premises that might be made the basis of a suit by one of the employees, or for a claim, then it was the business of the company to take some steps to get that information other than depending upon what Mr. Stevens or Mr. Moore would merely learn in the discharge of their ordinary duties. If they entrusted this duty to either Mr. Comstock or Mr. Bass, or both of them, and relied upon them, or either of them, to keep track of and supervise the conduct of the business so they, Bass and Comstock, would know when an accident happened that might be made the basis of a claim, and communicate that fact to the officers of the company, Mr. Stevens or Mr. Moore, then, if Mr. Bass or Mr. Comstock, while acting in the capacity in which they were employed by the company, did learn of this accident, but failed to communicate that fact to either Mr. Stevens or Mr. Moore, that would not excuse the plaintiff for



the delay, because the knowledge of Mr. Comstock or Mr. Bass, under those circumstances, would be the knowledge of the company. I will read [137] certain instructions, and if they repeat to any extent the oral instructions which I have given you, you will not conclude that the Court is trying to impress one part of the case upon you to the exclusion of others.

“In this action the plaintiff alleges that on the 17th day of November, 1908, in consideration of a premium of \$73.00 paid by plaintiff, the defendant executed a policy of insurance, agreeing to indemnify plaintiff from loss or damage on account of accidental injuries sustained by plaintiff’s employees while working for plaintiff in its grain and feed warehouse in Tacoma for a period of one year, ending on the 17th day of November, 1909. And said policy of insurance further providing that in case of suit by any of plaintiff’s employees to recover damages for accidental injuries received while working in plaintiff’s employ that defendant would assume the defense of the same in court at its own cost and expense, and in case of judgment being rendered against plaintiff, John B. Stevens & Company, defendant would pay the same not exceeding, however, the sum of \$5,000.00 for an injury or accident to any one employee, together with costs of suit.

It is alleged by plaintiff that while this policy of insurance was in force, one I. B. Merrill, an employee of plaintiff, was accidentally injured while in the discharge of his duties in plaintiff’s warehouse, and that on or about the 29th day of October,



1909, said Merrill commenced an action against plaintiff, John B. Stevens & Company, in the Superior Court of Pierce County, seeking to recover damages from plaintiff on account of said injuries. Plaintiff alleges that it immediately notified defendant of the commencement of said suit of I. B. Merrill, and requested defendant to assume defense of the same, but that defendant refused to assume the defense of said suit unless plaintiff would release it from all liability for any [138] judgment that might be rendered therein, and denied all liability on said policy of insurance. That thereby plaintiff was forced to and did defend said suit at its own cost, and on a trial said I. B. Merrill recovered a judgment against plaintiff for more than \$6,000.00, which plaintiff was forced to pay, together with about \$250.00 interest and \$825.00 costs and attorney's fees, and plaintiff claims judgment in this action against defendant for said sum of \$5,000.00 interest and costs."

"Defendant by its Answer admits the execution of said policy of insurance and payment of the premium thereon, and admits the accident and injury to plaintiff's employee, I. B. Merrill, but alleges that plaintiff failed to give immediate notice of said accident to I. B. Merrill as provided in part 2 of said policy, and alleges that the giving of said notice was a condition precedent to any liability on said policy, and by the failure of plaintiff to give said notice defendant alleges it was released from all liability on said policy, and refused to defend said suit or accept said accident for that reason. Defendant also denies that plaintiff gave immediately notice of the

commencement of the said suit of I. B. Merrill, but admits that Summons and Complaint in that suit were sent to it by plaintiff.

For a further defense the defendant alleges in its Answer that I. B. Merrill received the injuries referred to on or about the 19th day of July, 1909, and that plaintiff had knowledge of said accident and injuries to said Merrill at the time but gave no notice in writing to defendant or its representatives in this locality, until the latter part of October or first of November following, as required by said policy of insurance, and that for that reason defendant refused to undertake the defense of said suit, and denied all liability under the policy. [139]

Defendant also states that by reason of plaintiff's failure to give notice of the accident and its failure to preserve the testimony and investigate the accident, the evidence was destroyed and the witnesses scattered, and when the suit of Merrill was brought, by reason of plaintiff's neglect to properly attend to the same, and by reason of certain alterations and changes that plaintiff had made in the structure at which the accident occurred, it was no longer possible to defend said suit of I. B. Merrill."

"Plaintiff also by its Reply denies that by reason of its failure to give notice and investigate the accident the evidence became destroyed and the witnesses scattered, and also denies that by reason of alterations made in the structure at or about which the accident occurred it was no longer possible to defend said suit of I. B. Merrill. But plaintiff admits that alterations were made in said structure

but alleges that same were immaterial and in no way prejudicial to the defense of said suit of I. B. Merrill, and further states that said alterations were made prior to the time that plaintiff knew of the accident and injury to I. B. Merrill, or that said Merrill claimed that said structure was responsible for or connected with his said accident and injuries. Plaintiff also states that said structure was totally destroyed by fire without its fault before said suit of Merrill was tried and in any event could not have been had for use as evidence therein on that account."

"The Court instructs you that it appears without dispute that the policy of insurance sued on was executed and delivered by defendant, and the premium therefor paid by plaintiff, and that said policy constitutes a valid and enforceable contract between the parties, subject to the terms and conditions thereof."

"It also appears without dispute that plaintiff's employee, [140] I. B. Merrill, was injured through an accident while engaged in plaintiff's employ, and that said accident and injury was covered by the terms of said policy and defendant was bound to assume the defense of said suit at its own cost and to pay any judgment rendered therein, not exceeding \$5,000.00 in amount, unless excused by failure on the part of plaintiff to give timely notice of the accident, as I will presently more fully explain."

"It also appears without dispute that defendant refused to defend said suit of I. B. Merrill and that plaintiff defended the same and that judgment was rendered in Merrill's favor for more than \$6,000.00,



and said judgment was affirmed by the Supreme Court of Washington, and plaintiff was forced to and did pay off and discharge the same by paying the full amount thereof, and costs prior to commencing this action.”

“You are instructed that the judgment rendered in favor of said I. B. Merrill against plaintiff, John B. Stevens & Company, is conclusive and binding upon the defendant, Frankfort Insurance Company, with respect to plaintiff’s liability for said accident to I. B. Merrill, and the amount paid Merrill in satisfaction of said judgment, not to exceed, however, the sum of \$5,000.00, the policy being limited to that amount, and such further sum as was paid by plaintiff, Stevens & Company, as the reasonable and necessary costs and attorney’s fees incurred and paid in the defense of said Merrill suit, and if your verdict be in favor of plaintiff it will be for the sum of \$5,000.00 (five thousand) and interest thereon at the rate of 6% from the date said judgment was paid.”

Mr. da PONTE.—That has all been figured out.

The COURT.—The amount of costs, interest and attorney’s fees are set out in the memorandum which counsel have agreed to in case your verdict should be for the plaintiff. I will not instruct you further upon that. [141]

“The policy of insurance sued on contains the following term, viz.:

“2. That upon the occurrence of an accident, whether any claim be made in respect thereof, or not, the assured shall immediately and at the latest within ten days, give notice in writing of such acci-



dent to the company, addressed to the manager for the United States, at the office of the company in New York, N. Y. or to the duly authorized representative for the locality in which this policy is issued. If thereafter the assured shall receive notice of any claim arising out of an accident duly reported to the company as before provided, or of any legal proceedings to enforce such claim, he shall, within three days give notice thereof to the company in like manner, and shall forward to the company every Summons and process as soon as the same shall have been served on him.'

"The defendant alleges that the plaintiff failed to comply with the above provision respecting the giving of notice of the accident, and that for that reason it refused to accept the accident or defend the suit of I. B. Merrill.

"The Court instructs the jury that the requirement of immediate notice in the policy is not to be taken literally and as requiring notice under any and all circumstances immediately upon the happening of an accident under penalty of forfeiting all rights under the policy of insurance. The term must be given a reasonable and practicable construction and should not be construed so as to require an impossibility."

The Court has already defined to you what that would be. Immediately means with reasonable promptness. That means within a reasonable time, having in view all of the circumstances of the case but not to exceed ten days after the company did have knowledge of it. [142]

“Therefore if the jury believe from the evidence that plaintiff, though fully performing its duty as will be explained to you, had no knowledge of said accident at the time it occurred, and that it gave notice thereof immediately, and without unreasonable delay after learning of the same, and that, at that time, the witnesses to the accident were still in the plaintiff’s employ and could have been interviewed by the defendant’s representatives and statements taken and the defendant by then investigating could have learned of the material facts relating to the alleged accident, then, and in that case, the Court instructs you that the notice was timely, and defendant could not avoid liability on the policy upon the plea that notice of the accident was not given within the time provided for in the policy.”

I will modify that last instruction somewhat. You will understand that as I have defined the meaning of that expression “immediately” to you, that if the plaintiff did give such notice, that is immediately, then it would not make any difference if the defendant had been prejudiced by the lapse of time between the time that the accident did take place and the time that the notice was given. The last instruction I gave you might mislead you on that.

“You are instructed, gentlemen of the jury, that the plaintiff in this action alleges in its complaint that Merrill was injured on or about the 19th day of July, 1909, while working in the employ of the plaintiff, and that afterwards the said Merrill sued the plaintiff and recovered damages for this injury and that the plaintiff paid the judgment and is entitled to

recover back from the defendant the amount so paid up to \$5,000.00 interest and costs. You are further instructed that the plaintiff alleges that it did not know of this accident until the [143] 19th day of October, 1909, and that it immediately thereafter, and on the same day, gave notice to the defendant thereof, and that a lack of knowledge on the part of the plaintiff prior to that time is alleged as an excuse for not having given the notice before then. You are further instructed that the plaintiff in this action is seeking to recover the amount of the damages which it was compelled to pay for the injury by accident to Merrill, for which he brought suit and recovered, and that it is immaterial in this action whether this accident occurred in June or July."

For your consideration it is immaterial if it was the same accident, that is, it is immaterial as a matter of law whether it was covered by the policy or not, if it was the same accident, but it would be material for your consideration in determining whether notice was given seasonably and in weighing the testimony of the witnesses who have appeared before you.

"The question for you to consider and determine is whether the plaintiff knew, or in the exercise of reasonable diligence and care in the management and supervision of its business, in the manner I have indicated to you, knew or should have known of the accident more than ten days prior to the time when the notice was given to the defendant, or whether, if any other person than the officers of the company was charged by the company with the duty of acquiring such knowledge, such person knew or should



have known, in the exercise of reasonable diligence and care, of the accident more than ten days prior to the time when notice of it was given to the defendant."

"You are instructed, gentlemen of the jury, that in order to charge the plaintiff in this action with knowledge of the accident to Merrill it is not necessary for the defendant to show that the plaintiff or its officers knew exactly how or in what manner the accident to Merrill occurred, or the extent [144] of his injuries. On the contrary you are instructed, that if the plaintiff or any of its officers or persons charged by them with the duty of learning of such accidents and giving notice to the plaintiff or the defendant thereof, knew that Merrill had received a hurt while working in the course of his employment at the warehouse of plaintiff, it then became the duty of such officer or person, or some other officer of the plaintiff, to inquire into and investigate the hurt or injury and if, as a result of that investigation or inquiry, the plaintiff or its officers or the person charged with the duty as aforesaid, would have known of the hurt or injury received by him while performing his work at the warehouse of the plaintiff, then you are instructed that if the plaintiff or its proper officer or officers did not give notice in writing to the defendant within ten days after the time when such knowledge would have been acquired if investigation or inquiry had been made, the plaintiff is chargeable with the result of such failure and cannot plead a lack of knowledge as an excuse for



its failure to give the notice required by the policy."

"You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence that facts came to the notice, knowledge or attention of Mr. Moore or Mr. Stevens which would have caused a reasonable man charged with the duty of ascertaining when accidents occurred to the men to think or believe that Mr. Merrill had met with an accident while engaged in his work at their premises, then you are instructed that it was the duty of Stevens and Moore to investigate and ascertain the facts and that, if such an investigation would have resulted in a discovery by them that Merrill had met with an injury at the hopper of plaintiff, more than ten days prior to the time when they first gave notice to some representative [145] or agent of the defendant of the accident, then you are instructed that they are chargeable in law with all knowledge that such a reasonable investigation would have disclosed."

"Knowledge of any person if charged by the plaintiff with the duty of ascertaining whether men were hurt in any accident on the premises while at work for plaintiff, and informing plaintiff thereof, whether such person were Mr. Comstock or Mr. Bass or any other, if such knowledge was acquired by such person in the course of his employment it would be knowledge on the part of the plaintiff; if such person knew of Merrill's injuries, and knew that it was on his own premises and received while in the discharge of his duties. This would be true whether

the person informed the plaintiff or any of its officers or not."

"If the plaintiff's business was either so extensive or complicated or the circumstances were such that it was not reasonably probable that its officers would learn of accidents injuring its employees unless it promulgated rules and regulations among its employees and agents for that purpose and saw to their enforcement, it would be its duty then to promulgate and enforce such rules and regulations and if it did not do so it would be plaintiff's fault that it did not learn of the accident in this case with reasonable promptness, providing you find from the evidence it would have done so if such rules and regulations had been promulgated and enforced as aforesaid."

"You are instructed, gentlemen of the jury, that under the policy of liability insurance involved in this action, it was the duty of the plaintiff, through its managing officers, to exercise a reasonable degree of diligence and care to ascertain when accidents or injuries occurred to its employees while engaged in their work on the premises covered by the policy, and that this duty was not a passive one, but was an active one. You are further instructed in this connection that, if the duties [146] of the officers of the company and their relations to the men while they were engaged in their work, were such as not to bring them in contact with the men so engaged, and were such that they were not reasonably informed as to what accidents happened to their said employees while engaged in their work, and were

such that they might or likely would have no knowledge themselves of accidents thus occurring to their employees then it became the duty of the plaintiff to adopt such measures and require the enforcement of such rules and regulations as were reasonably calculated to insure the obtaining by them in some other way of prompt and definite information when their employees met with an accident or injury while in the course of their employment on the premises covered by the policy; and you are therefore instructed that under the policy it became the duty of the plaintiff to adopt either of two courses; first: To exercise, through its officers reasonable care and diligence in the management, supervision and ordering of its business so that they or some of them would be readily informed of accidents to its employees while engaged in the work of plaintiff at the place covered by the policy, or, second: To promulgate and require the enforcement of such reasonable rules and regulations as were calculated to insure its obtaining such information in some other way; and you are instructed therefore, that if the plaintiff in this action through its officers did not perform this duty and that as a result of such failure its officers failed to acquire knowledge of the accident and injury to Merrill until more than ten days after it occurred, and did not give notice until after acquiring such knowledge, then the lack of knowledge of the accident on the part of the plaintiff is no excuse for a failure to give the notice."

"You are instructed that the plaintiff was not required by the terms of the policy to give notice of



the accident until [147] it knew of it, unless, by the exercise of ordinary prudence and care in the management of its business and its supervision, it should have known of it sooner.

The plaintiff is a corporation and knowledge on its part must of necessity consist of knowledge on the part of some of its officers or agents. By the terms of the policy involved in this case the plaintiff undertook to give notice of accidents to its employees while engaged in its work at its warehouse, within ten days after the accidents occurred. This duty was an active one, that is to say: It required of the plaintiff that *if* should through its officers or agents exercise a reasonable degree of supervision over the management and conduct of its business, so that it would likely and probably know of such accidents to its employees. If the plaintiff discharged this duty and yet without fault on the part of its officers or agents, such an accident occurred without their knowledge, the plaintiff would not be in default if it gave notice within ten days after it knew of it. Before the plaintiff can urge a lack of knowledge as an excuse for a failure to give notice, however, it must be affirmatively shown that the officers and agents of the plaintiff discharged the duty to which I have referred and exercised a reasonable degree of diligence and care in conducting the business, or in providing such means by which knowledge of such accidents would come to them.

When I use the word 'agents' in this connection, I mean such persons other than officers of the company as were charged with the duty of reporting



such accidents to the officers of the company, where there was no assumption or performance of such duties by the officers themselves, nor any rules or regulations for such purpose.

If the officers of the plaintiff paid no attention to the [148] question of acquiring knowledge of such accidents and giving notice under the policy, and established no rules or regulations on the subject, requiring or directing others to give information to them of such accidents, and as a result thereof knowledge of the accident was not acquired by them, then the plaintiff cannot be heard to plead in this case a lack of knowledge of the accident.

If the officers of the plaintiff paid no attention to the question of giving notice of such accidents and did not exercise such a supervision and control over the men and management of the business as would render it reasonably likely or probable that they would know of such an accident, and if they did not establish any rules and regulations on the subject of acquiring knowledge of such accidents, and if they relied on someone of their employees to acquire such knowledge and impart it to them, then you are instructed that the knowledge of such an employee would be treated in law as the equivalent of knowledge on the part of the company."

"In this connection, the defendant claims that it was prejudiced for want of notice of the accident by reason of the fact that some alterations were made in the hopper upon which Merrill claims to have been injured. The Court instructs the jury that, if at the time the alterations were made in the hopper,

plaintiff did not know of the accident to Merrill, and did not know that Merrill claimed that the accident and injury were caused by a defect or break in the hopper, then plaintiff was not at fault in making such alterations and you cannot find for defendant on that account. Providing plaintiff had discharged its duty in taking all reasonable steps to be informed as I have already explained to you.

And you are further instructed in this regard that, if the defendant could have learned all of the facts concerning [149] the condition of the hopper, the manner in which it was constructed, and all the facts relating thereto, from the witnesses, after notice was given, so that the change or alteration in the hopper did not prevent the defendant from learning the condition of the hopper and satisfactorily establishing the same and its manner of construction at the time Merrill was injured, or the facts in connection with the alleged break of a board in the hopper, and that it was not prejudiced in its rights by reason of such alterations; then the fact that the hopper was altered, after the alleged injury to Merrill, would be immaterial and would not constitute grounds for the defendant refusing to accept and defend the suit brought by Merrill against John B. Stevens & Company."

"And further upon the question of notice of the accident to said I. B. Merrill, the jury is instructed that the policy of insurance does not stipulate to insure plaintiff against liability for any and all accidents whatever, but only for such accidents as might happen, in, upon or about the premises of plaintiff

and in plaintiff's business. The clause 2 in the policy requiring notice of accidents to be given defendant must be construed as relating only to accidents for which the defendant might be held responsible. Plaintiff was not required or expected to give defendant notice of any accident, except only such as were covered by the policy.

Therefore, the Court instructs the jury that the mere fact that plaintiff's officers, Stevens and Moore, or either of them may have known or heard that Merrill had fallen and hurt his side, would not alone be sufficient to require notice of that fact to the defendant unless it was enough to put a reasonable man upon inquiry to determine whether it was one covered by the policy. I have already instructed you about the duty [150] of anyone charged by the company in this manner if certain knowledge came to their possession, following it up and finding out whether there had been such an accident before plaintiff would be required to give notice if it had fully performed its duty in the matter of the supervision of its work, as I have before explained to you it must have had knowledge or notice that Merrill had met with an accident in, upon or about the premises of plaintiff and while engaged in plaintiff's business.

"The Court further instructs the jury that the failure or delay in giving notice, even though plaintiff had knowledge of the accident, would not of itself be a defense to plaintiff's suit. In order to be a defense such failure or delay in giving notice must have been prejudicial to the insurance com-



pany's rights. Therefore if notice was not given immediately as provided yet if the jury believe from the evidence that said suit of Merrill could have been defended by said company to as good advantage as if notice had been sooner given as required, it was bound to accept the accident and defend the suit. In other words, if the jury believe that the witnesses to the accident and all evidence were available and that the suit could have been defended as well as if notice had been sooner given, the failure to give notice sooner would not in any event be a defense, even though plaintiff knew of the accident at all times, and you will find a verdict for plaintiff."

"Another matter in issue relates to the allegation that by reason of plaintiff's delay in giving notice of the accident the witnesses were scattered. If the jury believe that such delay in giving notice was due to the want of knowledge of said accident by plaintiff and that the plaintiff was ignorant of it and without fault on its part, as before explained, [151] it would be immaterial that the witnesses were scattered, and you cannot find for defendant on that account."

"If you believe from the evidence that at the time said changes and alterations were made plaintiff did not know of the accident to Merrill, and was ignorant without fault on its part, then plaintiff was not at fault in making such alterations, and you cannot find for defendant on that account."

"The Court permitted certain testimony concerning conversations alleged to have occurred at Merrill's house, or at the hospital, between Comstock



and I. B. Merrill and between Comstock and Mrs. Merrill. This testimony was admitted for a limited purpose, as the Court explained to you at the time. And in this connection, you are instructed that the principal is charged with knowledge of all material facts of which the agent receives notice or acquires knowledge, while acting in the course of his employment and within the scope of his authority, whether the agent informs the principal of such facts or not. But you are instructed that a principal is not charged with knowledge of any fact which the agent may acquire while not acting in the course of his employment, or of information which the agent acquired while attending to business of his own. Therefore, you are instructed that, if you find and believe from the testimony that I. B. Merrill met with an accident on July 19th, 1909, and that at that time the foreman, Comstock was away on his vacation and did not know of the said accident, then you are instructed that any knowledge or information Comstock may have acquired concerning the accident while visiting at Merrill's house, or at the hospital unless he was there to see Merrill in the discharge of his employment by the plaintiff, would not be the knowledge of the plaintiff in this case, because not acquired by Comstock in the discharge of his employment [152] or in connection with matters within the scope of his authority as an agent or employee of the plaintiff, John B. Stevens & Company."

I instruct you that the burden of proof in this case is upon the plaintiff to establish by a fair prepon-

derance of the evidence on all the material points which are disputed by the defendant. That is, the burden of proof is upon the plaintiff to establish that it did give notice immediately as I have defined that term to you, after it acquired knowledge of the accident, and so far as any excuse offered by it, why there was a delay after knowing of the accident, the burden of proof is upon the plaintiff to show that it did not know it until such time as it gave the notice—testimony on plaintiff's part is that it was given the same day that it learned of it, and the burden of proof is upon the plaintiff to show that it lawfully discharged the duty of supervising this work and took reasonable steps to learn of the accident, as I have already defined to you that term. If you should find in this case that the plaintiff has not sustained that burden as regarding either the fact that it did not learn it until such times as has been testified to by it, or that it has not established by a fair preponderance of the evidence that it took the proper steps to supervise its business and learn of such an accident, then the burden of proof is upon the plaintiff to show that the defendant was not prejudiced by that delay, even though it knew of the accident before it claims.

This matter of burden of proof, as I have instructed you in other cases, means that party upon whom the burden is, as I have instructed you, it is upon the plaintiff to establish its allegations on disputed points by a fair preponderance of the evidence. Preponderance of the evidence means the greater weight [153] of evidence, that is that evi-

dence which is of such a character and such an amount and of such a nature as to convince you that it is true, that which so appeals to your reason and understanding and experience as to create and induce belief in your minds in spite of the evidence that opposes it or the arguments that are brought against it.

You are in this case, as in all cases where questions of fact are submitted for the determination of the jury, the sole and exclusive judges of every question of fact in the case, and the weight of the evidence and the credibility of the witnesses. In passing upon the credibility of the witnesses, you are to take into account, among other things, the appearance of the witnesses who have come before you and testified, whether or not they impressed you as being fair, candid, impartial, trying to tell you the exact truth as they saw it, not keeping back anything or volunteering anything, or whether they impressed you as being evasive, trying to hold something back from you and keep from telling you until they were pressed repeatedly to disclose it, or on the other hand seemed to be too willing or free, running on, trying to inject matter into the case about which nobody asked them, what the law calls swift witnesses. You will also take into consideration the testimony of each of the witnesses, as to whether it is reasonable or not, whether it is a probable story standing by itself, and then consider whether it is probable in connection with the other testimony in the case which you believe. You will also take into consideration the situation each witness was in at the



time about which he has testified as enabling that witness to clearly see or exactly know the things about which he tells you. Also you will take into consideration the interest any witness may have been shown to have in the case, either by reason of the manner in [154] which he gave his testimony as impressing you with that evidence, whether he was unduly interested or by the relation which the witness bears to the case. Mr. Stevens, being an officer of the company,—I do not know whether it is disclosed that he is a stockholder or not,—that is, whether he is a large stockholder or not, but he having testified for the plaintiff, you will apply to his testimony the same test as you do to other witnesses, including his interest in the result of the case. Mr. Coleman, being an officer or an employee of the defendant company, you will apply the same rule to his testimony. A number of witnesses who testified here to material facts in the case, you will take into account, but you will not necessarily be controlled by the number of witnesses, as a single witness may have testified so fully, frankly, fairly and exactly as to create and induce belief in your minds concerning the truth of what that witness testified to as opposed to a number of other witnesses. At the same time the testimony of a number of witnesses, you should take into account, because a number of persons are not so liable to be mistaken as one.

In this case there has been testimony concerning conversations and admissions, oral admissions. The Court instructs you that evidence of that kind should be accepted with great caution by the jury. Es-



pecially is that true where a considerable lapse of time has intervened between the time of these alleged admissions or conversations and the time the witness testified. *On* counsel has pointed out some reasons for that too. In addition to those pointed out by counsel, would be the fallibility of the memory of the witness who undertakes to relate a conversation, as the meaning of persons often depends upon the arrangement of the words. The same words arranged differently often give a different impression, or a word omitted here or [155] substituted there may change the whole meaning of a conversation; therefore, that is why I instruct you that testimony of that kind should be accepted with caution.

Also, if you find that a witness has wilfully testified falsely to any material matter, you are at liberty to disregard the testimony of that witness, except so far as it may be corroborated by other credible testimony in the case.

You will understand that to justify you in doing that, the witness must have wilfully testified falsely to a material matter in the case; that they have wilfully testified falsely to a material matter with the intention of deceiving you, and it does not apply to everything that a witness says. It applies to the material matters in the case. If a witness testifies falsely on some immaterial matter, that does not affect the case one way or the other, you will not be justified in applying that rule.

The Court instructs you that two forms of verdict have been prepared, one finding for the defendant

generally and one finding for the plaintiff. In the latter verdict is a blank in which you will insert the amount that you agree upon if you find for the plaintiff, in which you will insert the amount you arrive at, if you so find. When you arrive at a verdict you will cause which ever one you have agreed upon to be signed by your foreman, to apprise the bailiff of the fact that you have agreed and return into court.

### EXCEPTION VIII.

And the defendant, at a former day of the Court and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court, requested the Court in writing, to give to the jury Instruction numbered III filed by it, which instruction was in the following language:

“You are instructed, gentlemen of the jury, that if you [156] believe from a fair preponderance of the evidence that Mr. Moore was one of the officers of the plaintiff and that it was one of his duties to obtain knowledge of accidents to employees of the plaintiff occurring while in the course of their employment at its warehouse, and if you further believe from a fair preponderance of the evidence that Mr. Moore did not exercise such a personal, reasonable direction, control and supervision over the employees as to render it likely or probable that he himself would obtain knowledge of the accidents to the employees, within a reasonable time after they occurred, and that he took no precautions to obtain such knowledge himself and did not exercise a reasonable degree of care and diligence in the supervision and manage-

ment of the business as would give to him such knowledge, but that he relied and depended on some employee of the Company to give him such information, and if you believe from a fair preponderance of the evidence that this employee had knowledge of the accident to Merrill, for which he recovered damages against the plaintiff, and knew that it occurred at plaintiff's warehouse while he was at work there for it, but that he did not convey such knowledge to the said Moore, or to any officers of the Company, and that by reason of such failure on his part neither Moore nor any of the officers of the plaintiff company had knowledge of the accident until long after it happened, and did not give notice of it to the defendant until more than ten days after this employee's knowledge of it and after he could have informed them of it, then and in such event you are instructed that the plaintiff cannot plead lack of knowledge of the accident as an excuse for a failure to give notice within ten days, according to the terms of the policy."

Which instruction the Court refused and declined to give. [157]

Thereupon, at this time, and before the jury retired and while they were still at the bar, the defendant excepted to the failure and refusal of the Court to give the said instruction and its exception was allowed.

#### EXCEPTION IX.

And the defendant, at a former day of the Court and before the conclusion of the testimony and within the time fixed by the law and the rules of the



Court, requested the Court in writing to give to the jury Instruction numbered IV filed by it, which instruction was in the following language:

“You are instructed, gentlemen of the jury, that even if you believe from a fair preponderance of the evidence in this case, that none of the officers of the plaintiff corporation knew of the accident to Merrill, yet this does not necessarily show a lack of knowledge on the part of the plaintiff, because the knowledge of some individual other than the officers of the plaintiff might be knowledge of the plaintiff. You are therefore instructed, that if you believe from a fair preponderance of the evidence that Mr. Comstock, the foreman of the plaintiff, superintended and directed the men in the exercise of their work on the premises and personally supervised them while so engaged, and that the character of his duties was such that he would know when the employees in his charge met with accidents, and that he employed and discharged the men and reported their time to the plaintiff; and if you further believe from a fair preponderance of the evidence that the officers of the plaintiff did not personally supervise the work of the men or the men while engaged in it, and did not occupy such a relation or position to the men and their work as would render it reasonably, likely and probable that they would know of the accidents to the men, and if you further believe from a fair preponderance of the evidence that they established no rules or regulations requiring or directing anyone to report to them accidents [158] to the employees while engaged at their work on the premises, and if



you further believe from a fair preponderance of the evidence that none of the officers paid any attention to the question or subject of such accidents to the employees, except one, and that he assumed or was charged by virtue of his position with the duty of knowing of and ascertaining such accidents and reporting them; and if you further believe that this officer gave no directions to anyone else to report accidents to him; established no regulations or rules on the subject, and that he performed such duties and remained in such a place as that it was not reasonably likely or probable that he would know of such accidents, and if you further believe from a fair preponderance of the evidence that this officer relied on the foreman, Mr. Comstock, to report to him such accidents to employees and for this reason made no supervision and took no steps to ascertain about such accidents; and if you further believe that Mr. Comstock, the foreman, knew that Merrill met with the accident while at work for plaintiff at its warehouse, for which he recovered damages against the plaintiff, but that for any reason he failed to inform any of the officers of the plaintiff thereof, and that by reason of his failure to give such notice and information to the said officers, they did not know of it and that they did not give notice thereof until more than thirty days after the accident and after Comstock knew of it, then and in that event you will find that the plaintiff knew of the accident when Comstock knew of it."

Which instruction the Court refused and declined to give.

Thereupon, at this time, and before the jury retired and while they were still at the bar, the defendant excepted to the failure and refusal of the Court to give the said instruction and its exception was allowed. [159]

### EXCEPTION X.

And the defendant, at a former day of the Court and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court, requested the Court in writing to give to the jury Instruction numbered V filed by it, which instruction was in the following language:

“You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence in this case, that the plaintiff did not give notice of the accident to Merrill within the time required by the policy, as explained to you in these instructions, it is not necessary that the defendant should show that it suffered any damage by reason of the failure to give the notice. The difficulty of determining what effect the delay and the failure of the plaintiff to give the notice may have had on the result of the case of Merrill against Stevens, and the difficulty of showing whether the delay in the giving of the notice produced conditions which controlled or affected the decision of the jury in the case of Merrill against the plaintiff, are all presumed in law to have been provided against by the requirement of the policy making the plaintiff’s right of action depend on the giving of the notice.”

Which instruction the Court refused and declined to give.

Thereupon, at this time, and before the jury retired and while they were still at the bar, the defendant excepted to the failure and refusal of the Court to give the said instruction and its exception was allowed.

#### EXCEPTION XI.

And the defendant, at a former day of the Court and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court, requested the Court in writing to give to the jury Instruction numbered VII filed by it, which instruction was in the following language:

“You are instructed, that if the officers of the plaintiff [160] did not exercise such a supervision over the management of the business and the control of the men and the performance of their work, as would render it reasonably likely or probable that they would know of such an accident to one of the men, and if they did not establish rules or regulations requiring or directing some one else to give them notice or knowledge of such accidents, then you are instructed that the relation of Mr. Comstock, the foreman, to the management of the business and control and supervision of the men, was such that his knowledge of the accident was the knowledge of the plaintiff and that likewise, in his absence, the knowledge of Mr. Bass while acting as foreman of the men in the same manner, was the knowledge of the plaintiff, and particularly is it true that the knowledge of Mr. Comstock was the knowledge of the plaintiff if you believe from a fair preponderance of the evidence that Mr. Moore, one of the officers



of the plaintiff, regarded himself as the proper person to acquire knowledge and give notice of such accidents, and if you believe that this duty was tacitly or expressly left to him by the other officers of the plaintiff and that he took no active steps with regard to the matter of acquiring knowledge of such accidents and established no rules or regulations on the subject, but depended on Mr. Comstock to give to him such knowledge."

Which instruction the Court refused and declined to give.

Thereupon, at this time, and before the jury retired and while they were still at the bar, the defendant excepted to the failure and refusal of the Court to give the said instruction and its exception was allowed.

#### EXCEPTION XII.

And the defendant, at a former day of the Court and before the conclusion of the testimony and within the time fixed by the law and the rules of the Court, requested the Court in writing, to give to the jury Instruction numbered IX filed by it, which [161] instruction was in the following language:

"You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence in this case that Mr. Comstock knew that Merrill had met with an accident while engaged at the warehouse of the plaintiff, in determining the question whether this knowledge is to be treated as knowledge of the plaintiff, it makes no difference how this knowledge was acquired by Comstock. It is not necessary that it should have been acquired



by him, in order to charge the company, while in the course of his duties for the plaintiff. If he actually knew of the accident to Merrill, the question whether he acquired this knowledge while discharging any of his duties as a foreman or employee of the plaintiff, is immaterial.”

Which instruction the Court refused and declined to give.

Thereupon, at this time, and before the jury retired and while they were still at the bar, the defendant excepted to the failure and refusal of the Court to give the said instruction and its exception was allowed.

### EXCEPTION XIII.

And the defendant, at a former day of the court and before the conclusion of the testimony and within the time fixed by the law and rules of the court, requested the Court in writing to give to the jury Instruction numbered X filed by it, which instruction was in the following language:

“You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence that Comstock bore such a relation to the business of the plaintiff and its supervision, at the time of the injury to Merrill, that the duty devolved on him of reporting accidents to the employees, and if you believe that Stevens and Moore, President and Secretary of the plaintiff, relied on him and depended on him to give such notice, and if you further believe from a fair [162] preponderance of the evidence that the said Comstock did know of the accident, then you are instructed that it makes no

difference whether this knowledge was acquired by him while he was engaged in the discharge of any of his duties as foreman."

Which instruction the Court refused and declined to give.

Thereupon, at this time, and before the jury retired and while they were still at the bar, the defendant excepted to the failure and refusal of the Court to give the said instruction, and its exception was allowed.

#### EXCEPTION XIV.

And the defendant, at a former day of the court, and before the conclusion of the testimony and within the time fixed by the law and rules of the court, requested the Court in writing to give to the jury Instruction numbered XII filed by it, which instruction was in the following language:

"You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence that Mr. Bass, while he was acting as foreman of the plaintiff, learned in connection with the discharge of his duties as foreman, of the accident to Merrill, at some time during the month of July, and learned that he had met with the accident at the hopper in question in this case, then you are instructed that the knowledge of Mr. Bass under these circumstances was the equivalent of knowledge of the plaintiff, to the extent that the plaintiff cannot claim a lack of knowledge as an excuse for a failure to give the notice under such circumstances."

Which instruction the Court refused and declined to give.

Thereupon, at this time, and before the jury retired and while they were still at the bar, the defendant excepted to the failure and refusal of the Court to give the said instruction, and its exception was allowed. [163]

And thereupon and before the jury retired to consider of its verdict, and while it was still at the bar, the defendant took the following exceptions to the instructions given by the Court, in the language following, to wit:

#### EXCEPTION XV.

Mr. HOLT.—The defendant excepts to the instruction given by the Court in which the jury were informed that the plaintiff in this case would not be chargeable with any knowledge acquired by its agents unless it was acquired while in the discharge of their duties, this having reference to others than the officers of the company, for the reason that this is an incorrect statement of the law as applied to the facts and testimony in the case; and its exception was allowed.

#### EXCEPTION XVI.

Mr. HOLT.—Defendant further excepts to the instruction given by the Court in which the jury were informed that under the circumstances stated by the Court in the instruction, the knowledge of an accident acquired by Mr. Comstock while at Mr. Merrill's house or at the hospital was not acquired in the discharge of his duty for the reason that this instruction was in effect a comment upon the weight of the testimony and for the reason that it was not a correct instruction, because there was no testi-

mony that Mr. Comstock did acquire any knowledge of the accident at either the house or the hospital, and therefore the instruction was not applicable to the testimony and was calculated to create the impression on the jury that in the mind of the Court that the testimony which was given on that subject was of such a character and calculated to mislead the jury; and its exception was allowed.

#### EXCEPTION XVII.

Mr. HOLT.—Defendant excepts to the instruction of the Court in [164] its statement of the issues in this case in which it informed the jury that if the defendant was not damaged by the failure to give notice within the time fixed in the policy, that the failure to give notice would not defeat the plaintiff's action; and its exception was allowed.

#### EXCEPTION XVIII.

Defendant objects to the instruction informing the jury that if the defense might have been made successfully by the defendant, notwithstanding the fact that the witnesses may have scattered or that alterations may have been made in the premises or appliances, the failure of the plaintiff to give notice within the time required by the policy would not defeat this action; and its exception was allowed.

#### EXCEPTION XIX.

Defendant excepts to the instruction which informed the jury that unless the defendant would have been embarrassed or injured in the defending of the action by the failure of the plaintiff to give notice within the time fixed in the policy would not defeat its action. The language I could not remem-



ber, of course; and its exception was allowed.

The COURT.—The Court stated the proposition both “positively and negatively.”

#### EXCEPTION XX.

Mr. HOLT.—Defendant excepts to the giving of this instruction for the reason that it is an incorrect statement of the law for the reason that if the notice was not given within the time fixed by the policy it makes no difference whether the defendant would have been damaged or hindered or interfered with in making a defense. The law conclusively presumes a damage from the giving of the notice, a condition precedent to the recovery on the policy.

The COURT.—The Court ruled with you that way once. Exception allowed. [165]

#### EXCEPTION XXI.

Mr. HOLT.—Defendant excepts to the instruction given by the Court calling attention to the testimony detailing admissions and conversations in which the jury were instructed that they should receive such testimony with caution because it is an instruction commenting on the weight of the evidence, because it is incorrect as a statement of law, because the true rule is that the testimony relates to such admissions or declarations is as convincing as other testimony, it should have the same force and effect. There is no difference between the two classes of testimony indicated; and its exception was allowed.

#### EXCEPTION XXII.

Defendant further excepts to the instruction for the reason that in it the Court alluded to the fact

that one counsel in his argument had given reasons why such testimony should be received with great caution, and that, inasmuch as this was one of the counsel for the plaintiff and the only testimony of this character was given in behalf of the defendant, this instruction affected the weight of the testimony of the defendant on this subject and gave a certain amount of sanction and approval to the argument of the attorney for the plaintiff thereon.

EXCEPTION XXIII.

Mr. HOLT.—Defendant further excepts to the instruction on this subject for the reason that during the course of it the Court instructed the jury that the Answer of the defendant set forth that the accident occurred on or about the 19th day of July, for the reason that it was an incorrect statement of the issues, because the Answer to the Amended Complaint alleged that the accident occurred on or before the 19th of July. I do not know whether that is material or not, but I noted it; and its exception was allowed. [166]

**[Order Certifying, Approving and Allowing Bill of Exceptions.]**

*In the District Court of the United States for the  
Western District of Washington, Southern  
Division.*

No. 1739-C.

JOHN B. STEVENS & COMPANY, a Corporation,  
Plaintiff,

vs.

THE FRANKFORT MARINE, ACCIDENT &  
PLATE GLASS INSURANCE COMPANY,  
a Corporation,

Defendant.

United States of America,  
Western District of Washington,  
Southern Division,—ss.

I, E. E. CUSHMAN, Judge of the District Court of the United States, Western District of Washington, in the Southern Division, being the Judge before whom the above-entitled action was tried, do hereby certify that the above, foregoing and annexed Bill of Exceptions in the above-entitled action contains a true and correct record of all the matters and proceedings occurring in the said cause; that the same is a true and correct Bill of Exceptions therein and the same is hereby certified, approved and allowed this 5th day of March, 1914.

EDWARD E. CUSHMAN,  
Judge.

(Filed Mar. 5, 1914.) [167]

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**Writ of Error [Copy].**

The President of the United States, to the Honorable Judges of the United States District Court, for the Western District of Washington, Southern Division, Greeting:

Because in the record and rendition of a judgment in the above-entitled court before you, on January 2, 1914, for Six Thousand Seven Hundred Sixty-six and 88/100 (\$6,766.88) Dollars, in a

cause wherein John B. Stevens & Company, a corporation, is plaintiff, and The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, is defendant, manifest error hath happened to the injury of the defendant, and we being willing that the said error should be corrected and justice done to the said defendant, do command you, under your seal, to send the record and proceedings aforesaid, with all things concerning the same, to the United States Circuit Court of Appeals, for the Ninth Circuit, together with this writ, so that you may have the same at San Francisco, California, in the said Circuit Court of Appeals, in thirty days from the date of this writ, to wit, on or before the 4th day of April, 1914, so that the record and proceedings aforesaid, being inspected, the said Circuit Court of Appeals may cause further to be done therein to correct that error, what of right and according to law and the custom of the United States ought to be done.

WITNESS the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the United States, this 5th day of March, in the year of our Lord One Thousand Nine Hundred and Fourteen.

[Seal of Court]                      FRANK L. CROSBY,  
Clerk of the District Court of the United States for  
the Western District of Washington, Southern  
Division. [168]

By E. C. Ellington,  
Deputy.



The bond having been approved the foregoing writ is allowed.

EDWARD E. CUSHMAN,  
Judge of the District Court of the United States, for  
the Western District of Washington, Southern  
Division.

Service of the within and foregoing as well as the assignment of errors and bond by receipt of true copies thereof, is hereby admitted this 5th day of March, 1914.

J. W. QUICK and  
L. B. da PONTE,  
Attorneys for John B. Stevens & Company, a Corporation, Plaintiff.

[Endorsed]: "Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Mar. 5, 1914. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy." [169]

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*In the United States Circuit Court of Appeals, for  
the Ninth Circuit.*

No. —

THE FRANKFORT MARINE, ACCIDENT &  
PLATE GLASS INSURANCE COMPANY,  
a Corporation,

Plaintiff in Error,

vs.

JOHN B. STEVENS & COMPANY, a Corporation,  
Defendant in Error.

**Citation on Writ of Error [Copy].**

United States of America,

The President of the United States of America to  
John B. Stevens & Company, a Corporation,  
Defendant in Error, Greeting:

You are cited and admonished to be and appear in the United States Circuit Court of Appeals, for the Ninth Circuit, at the courtroom of said Court, in the city of San Francisco, in the State of California, within thirty days after the date of this citation, to wit, on the 4th day of April, 1914, pursuant to the writ of error filed in the office of the Clerk of the District Court of the United States, for the Western District of Washington, Southern Division, wherein The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation is defendant and you are plaintiff, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

WITNESS the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the United States, this 5th day of March, 1914. [170]

[Seal of Court] EDWARD E. CUSHMAN,  
Judge of the District Court of the United States, for  
the Western District of Washington, Southern  
Division.

Service of the within and foregoing Citation and Writ of Error therein mentioned and the receipt of

true copies thereof is hereby admitted this 5 day of March, 1914.

J. W. QUICK and

L. B. da PONTE,

Attorneys for John B. Stevens & Company, Defendant in Error.

[Endorsed]: "Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Mar. 5, 1914. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy." [171]

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**[Certificate of Clerk U. S. District Court to Transcript of Record.]**

United States of America,  
Western District of Washington,—ss.

I, Frank L. Crosby, Clerk of the United States District Court for the Western District of Washington, do hereby certify and return that the foregoing is a true and correct copy of the record and proceedings in the case of John B. Stevens and Company vs. Frankfort Marine, Accident & Plate Glass Insurance Company, No. 1739-C, lately pending in this court, as required by the stipulation of counsel filed herein.

I hereto attach and herewith transmit the original Writs of Error and Citation in this case;

I further certify and return that the cost of certifying and making the foregoing record amounts to the sum of \$126.70, which amount has been paid to me by the attorneys for the plaintiff in error.

IN WITNESS WHEREOF, I have hereunto set

my hand and the seal of this Court, at Tacoma, this first day of April, A. D. 1914.

[Seal]

FRANK L. CROSBY,  
Clerk.

By E. C. Ellington,  
Deputy Clerk. [172]

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*In the District Court of the United States for the  
Western District of Washington, Southern Di-  
vision.*

No. 1739-C.

JOHN B. STEVENS & COMPANY, a Corporation,  
Plaintiff,

vs.

THE FRANKFORT MARINE, ACCIDENT &  
PLATE GLASS INSURANCE COM-  
PANY, a Corporation,  
Defendant.

**Writ of Error [Original].**

The President of the United States, to the Honorable Judges of the United States District Court, for the Western District of Washington, Southern Division, Greeting:

Because in the record and rendition of a judgment in the above-entitled court before you, on January 2, 1914, for Six Thousand Seven Hundred Sixty-six and 88/100 (\$6,766.88) Dollars, in a cause wherein John B. Stevens & Company, a corporation, is plaintiff, and The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation, is defendant, manifest error hath happened to the injury of



the defendant, and we being willing that the said error should be corrected and justice done to the said defendant, do command you, under your seal, to send the records and proceedings aforesaid, with all things concerning the same, to the United States Circuit Court of Appeals, for the Ninth Circuit, together with this writ, so that you may have the same at San Francisco, California, in the said Circuit Court of Appeals, in thirty days from the date of this writ, to wit, on or before the 4th day of April, 1914, so that the records and proceedings aforesaid, being inspected, the said Circuit Court of Appeals may cause further to be done therein to correct the error, what of right and according to law and the custom of the United States ought to be done.

WITNESS the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the United States, this 5th day of March, in the year of our Lord One Thousand Nine Hundred and Fourteen.

[Seal]

FRANK L. CROSBY,

Clerk of the District Court of the United States, for the Western District of Washington, Southern Division.

By E. C. Ellington,  
Deputy.

The bond having been approved the foregoing writ is allowed.

EDWARD E. CUSHMAN,  
Judge of the District Court of the United States, for the Western District of Washington, Southern Division.

Service of the within and foregoing, as well as the

assignment of errors and bond by receipt of true copies thereof, is hereby admitted this 5th day of March, 1914.

J. W. QUICK and

L. B. da PONTE,

Attorneys for John B. Stevens & Company, a Corporation, Plaintiff.

[Endorsed]: No. 1739-C. In the United States District Court, Western District of Washington. Jno. B. Stevens & Co., a Corporation, Plaintiff, vs. The Frankfort Marine etc. Ins. Co., a Corporation, Defendant. Writ of Error. Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Mar. 5, 1914 Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy.

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*In the United States Circuit Court of Appeals, for the Ninth Circuit.*

No. —

THE FRANKFORT MARINE, ACCIDENT &  
PLATE GLASS INSURANCE COM-  
PANY, a Corporation,

Plaintiff in Error,

vs.

JOHN B. STEVENS & COMPANY, a Corporation,  
Defendant in Error.

**Citation on Writ of Error [Original].**

United States of America.

The President of the United States of America to  
John B. Stevens & Company, a Corporation,  
Defendant in Error, Greeting:

You are cited and admonished to be and appear in the United States Circuit Court of Appeals, for the Ninth Circuit, at the courtroom of said Court, in the city of San Francisco, in the State of California, within thirty days after the date of this citation, to-wit: on the 4th day of April, 1914, pursuant to the writ of error filed in the office of the Clerk of the District Court of the United States, for the Western District of Washington, Southern Division, wherein The Frankfort Marine, Accident & Plate Glass Insurance Company, a corporation is defendant and you are plaintiff, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties in that behalf.

WITNESS the Honorable EDWARD DOUGLASS WHITE, Chief Justice of the United States, this 5th day of March, 1914.

[Seal]

EDWARD E. CUSHMAN,  
Judge of the District Court of the United States, for  
the Western District of Washington, Southern  
Division.

Service of the within and foregoing Citation and  
Writ of Error therein mentioned and the receipt of

true copies thereof is hereby admitted this 5th day of March, 1914.

J. W. QUICK and

L. B. da PONTE,

Attorneys for John B. Stevens & Company, Defendant in Error.

[Endorsed]: No. ——. In the United States Circuit Court of Appeals, for the 9th Circuit. The Frankfort Marine, etc. Ins. Co., a Corporation, Pltff. in Error, vs. Jno. B. Stevens & Co., a Corporation, Deft. in Error. Citation. Filed in the U. S. District Court, Western Dist. of Washington, Southern Division. Mar. 5, 1914. Frank L. Crosby, Clerk. By F. M. Harshberger, Deputy.

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[Endorsed]: No. 2397. United States Circuit Court of Appeals for the Ninth Circuit. The Frankfort Marine, Accident & Plate Glass Insurance Company, a Corporation, Plaintiff in Error, vs. John B. Stevens & Company, a Corporation, Defendant in Error. Transcript of Record. Upon Writ of Error to the United States District Court of the Western District of Washington, Southern Division.

Received and filed April 2, 1914.

FRANK D. MONCKTON,

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

By Meredith Sawyer,

Deputy Clerk.





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IN THE

# UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT

THE FRANKFORT MARINE, ACCI-  
DENT & PLATE GLASS IN-  
SURANCE COMPANY, a corpora-  
tion,

*Plaintiff in Error,*

vs.

JOHN B. STEVENS & COMPANY,  
a corporation,

*Defendant in Error.*

No. 2397

## Brief of Plaintiff in Error

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HUDSON, HOLT & HARMON,  
*Attorneys for Plaintiff in Error,*  
Tacoma, Washington.

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Filed

AUG 31 1914

F. D. Monckton,

Clerk.



IN THE  
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*Defendant in Error.*

No.....

**Brief of Plaintiff in Error**

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**STATEMENT OF THE CASE.**

This action was brought by defendant in error to recover from plaintiff in error on an Employer's Liability Policy issued by it.

While this policy was in force I. B. Merrill, one of the employees of defendant in error, sustained an injury while in the course of his employment and brought suit in the Superior Court of Pierce County, Washington, recovering a judgment for



damages against defendant in error, which was paid by it. This action was brought for the purpose of recovering such part thereof as was covered by the policy.

In the suit brought by Merrill he claimed that while he was attempting to pass, in the usual way, from the platform of defendant in error's warehouse to a freight car that stood on a track a few feet away, he stepped on the edge of a hopper used for the purpose of conveying the grain from the freight car to the warehouse, and that one of the planks constituting the side of the hopper split and part of it broke off, causing him to fall on his side, inflicting on him serious injuries. (Tr. of R., pp. 46-76).

The framework and appliance were both referred to as the hopper, but the framework was planked up on two sides with four posts and one end of it was at the platform and the other end at the car. It was a permanent structure. (Tr. of R., p. 46).

The complaint of defendant in error alleged the execution and delivery of the policy in the State of Washington and set up the rendition of the judgment against it in favor of I. B. Merrill, and alleged a performance by it of all the conditions of the policy.

The complaint was amended once or twice and the amended answer to the amended complaint denied, practically, all the material allegations of this

complaint, except the issuance of the policy, and as a part of its denial it affirmatively alleged that the policy contained a condition precedent, requiring defendant in error, "upon the occurrence of an accident, to give notice in writing thereof immediately, and at the latest within ten days." Plaintiff in error also set up, in the affirmative defense to its amended answer, the existence of this condition in the policy and alleged that, notwithstanding the fact that defendant in error well knew of the accident on or before the 19th day of July, 1909, yet it did not give notice thereof until the latter part of October or the first of November following. It also alleged that the condition requiring notice was a condition precedent by the terms of the contract.

The answer contained an additional affirmative defense in which it alleged that, at the time of the accident, on or before July 19, 1909, defendant in error well knew of the accident to Merrill, but that it did not give notice thereof until the latter part of October or the first part of November, and that by reason thereof plaintiff in error was deprived of the opportunity to investigate the accident; to preserve the testimony; the evidence became destroyed; the witnesses scattered; alterations were made in the structure on which the accident occurred, and it was no longer possible to successfully defend the action.

A reply was filed denying the allegations of the

amended answer and the case went to trial on these issues.

Defendant in error is a corporation and at the time of the injury it had a president and a secretary and two foremen, one of whom acted at night and at times in the place of the other one. Moore, the secretary, testified that his duties pertained entirely to the office and his relation to the work was not such as that he would likely know of accidents to the men, and that he relied on the foremen to inform him if any such accidents occurred, and that he never gave any instructions or directions to the foremen on the subject, and that no rules requiring the foremen to report accidents were made or promulgated by defendant in error. (Tr. of R., pp. 59-60).

While the testimony on this subject of Mr. Stevens, the president of plaintiff in error, was evasive, he finally admitted that he would not know of an accident unless he happened to be out around where the men were at work, and that he relied on Mr. Moore, the secretary, and Mr. Comstock and Mr. Bass, the foremen, to inform him if such accidents occurred, and that it was their duty to know of them. He admitted that he had established no rules or regulations with respect to the giving of notice and that he had not given them any instructions on the subject. His time was spent chiefly in the office, except as he might incidentally pass out through the warehouse where the men were at work. (Tr. of R., pp. 72, 81, 82).

Mr. Moore testified that on other occasions Mr. Comstock had reported accidents. (Tr. of R., p. 60). It appeared that Mr. Comstock and, in his absence, Mr. Bass, the foremen, had exclusive charge and control of the men, superintended their work, directed them in it, hired and discharged them, made out the payroll and conducted the practical operations of the work, except those parts which might be called financial or clerical.

Mr. Merrill testified that Mr. Comstock knew all about the accident to him at the time it happened (Tr. of R., p. 77), and that shortly afterwards Comstock told him that he had replaced the broken board (Tr. of R., p. 80), and that a few days after it happened, when Mr. Comstock was absent and Mr. Bass was acting as foreman in his place, he discussed it with Mr. Bass, in connection with making some changes and alterations in the hopper on which it occurred. (Tr. of R., p. 77).

It seems that Mr. Stevens, the president of defendant in error, was in the East at the time the accident to Merrill occurred, and that after Merrill had worked a few days subsequently to the accident his condition became such that he went home and an operation for the removal of his kidney was found to be necessary. He telephoned to Mr. Comstock, who came to his house. He discussed the accident with Mr. Comstock on this occasion. Subsequently Mr. Comstock visited him at the hospital and promised that his wages would be paid and



asked him if he intended to sue the company. (Tr. of R., p. 78). Comstock also told Mrs. Tute to inform Mrs. Merrill that his wages would go on and that he was as much entitled to them as other men who had been hurt in the employ of defendant in error. (Tr. of R., p. 95). He also talked to Mrs. Merrill, on the day Merrill was taken to the hospital, about Merrill's having been injured. He said that it was too bad that he had been hurt; that Mr. Stevens would stand good for his hospital bills and pay his wages. The wages were paid for some time, until on one occasion when Mrs. Merrill went to the warehouse to receive them she was told that they would not be paid any more. (Tr. of R., p. 84). These conversations were all denied by Mr. Comstock.

During the trial, when Mr. Merrill was on the stand, the Court directed the jury to disregard the conversations between him and Comstock unless they showed that Comstock knew of the accident at the time it occurred, and also directed him to disregard them unless Mr. Comstock was sent to the hospital by defendant in error and that they would regard them only in the event they showed that Comstock knew of the accident at the time it occurred. (Tr. of R., p. 79). One instruction directed to the testimony of both Mr. and Mrs. Merrill, to the same effect, was given to the jury by the Court, (Tr. of R., p. 163), and the Court also instructed the jury that they should receive with great caution the evidence of the witnesses as

to the declarations and admissions of Comstock. (Tr. of R., p. 167).

Defendant in error undertook to show that it had no knowledge of the accident until within a few days before the notice was given, some time during the last of October, 1909. This was disputed by plaintiff in error and the testimony in the case was directed chiefly to this question.

While defendant in error was proving its case in chief, its attorneys sought to extract from the Court an opinion on the question whether it should show at that time, as a part of its case, that plaintiff in error suffered no damage and that for that reason the questions of knowledge of the accident on the part of defendant in error and notice to plaintiff in error, were immaterial. The Court declined to express an opinion on that subject. (Tr. of R., p. 66). Defendant in error rested its case without any testimony on this subject, but in rebuttal it attempted to show that the case could have been defended as well at the time the notice was given as it could have been, if the notice had been given immediately after the accident. (Tr. of R., p. 106). This testimony was objected to by plaintiff in error, who took the position that the question whether it sustained any damage by a failure to give notice in accordance with the requirements of the policy was immaterial, because the condition requiring notice was a condition precedent both by its nature and by the express provisions of the policy.

During the testimony of Merrill, one of the witnesses for plaintiff in error, he stated that he discussed the accident, a day or two after the injury, with Mr. Comstock; that he told him the board had broken off and that Comstock said it ought to have been fixed, and that Comstock then told him he had knocked off the piece of the board that was left on the hopper and had taken the bottom board and put it there. (Tr. of R., pp. 77-80). This testimony was offered for the purpose of corroborating Mr. Merrill in his statement that Mr. Comstock knew of the accident, as shown by the fact that he had repaired and altered the hopper after the accident.

The evidence offered by defendant in error for the purpose of showing that plaintiff in error had not been damaged was the testimony of Mr. Comstock, who testified only in rebuttal. He contradicted Mr. Merrill with reference to the alterations in the hopper. In his testimony on this subject he stated that no change in the hopper was made except with reference to the cover on it, which change would have had no bearing whatever on the question whether making the change indicated a knowledge of the accident. His testimony on this subject went somewhat beyond the mere contradiction of Mr. Merrill, but it was difficult to draw the line and it was not objected to.

Defendant in error then proceeded to show by Mr. Comstock that all the employees and witnesses



were as much available at the time the Merrill suit was begun as they were at any time after the accident. There was only one witness to the accident, as shown by the report of accident, and his name was Busard. When counsel for defendant in error undertook to interrogate the witness about Busard's presence, the testimony was objected to because it was irrelevant and immaterial and for the reason that it made no difference, the reason and purpose of the objection being made plain and manifest. Defendant in error was permitted to prove that Mr. Busard was present and could have been used as a witness if plaintiff in error had defended the suit, but it turned out on cross-examination that he was missing at the time of the trial and that defendant in error spent much money endeavoring to find him, but was unable to do so. (Tr. of R., pp. 106-107). Defendant in error defended the case itself, plaintiff in error having refused to do so.

On the cross-examination of Comstock, for the purpose of contradicting him and breaking down the force of his testimony, plaintiff in error went into the question of the alterations that were really made in the hopper and demonstrated that his testimony in chief was untrue, and it also thus showed that it was in conflict with his testimony on the trial of the Merrill case, and this cross-examination necessarily developed the fact that after the accident and before notice of it was given to plaintiff in error, the entire hopper was reconstructed and the very plank which



Merrill claimed broke off with him, if it had ever been put back, was subsequently knocked off and thrown away, and the physical condition of the hopper at the time of the accident was no longer susceptible of satisfactory proof. (Tr. of R., pp. 108 to 110).

This testimony was brought out on cross-examination for the purpose of exposing the falsity of Comstock's testimony in chief, but at the same time it showed acts on the part of defendant in error between the time of the accident and more than ten days after it occurred, and more than ten days after it knew of it, which practically made it impossible for plaintiff in error to have successfully defended the case, if it had desired to do so.

Plaintiff in error introduced no evidence on the subject of the damage sustained by it by reason of the failure to give notice, taking the position that this question was immaterial and that, if it was not, the damage had been shown by the testimony of defendant in error.

Plaintiff in error requested the Court to instruct the jury that if they believed that Comstock knew that Merrill had met with the accident, in determining whether this knowledge was to be treated as the knowledge of the plaintiff, it made no difference how it was acquired by him and that it was not necessary that it should have been acquired by him while in the course of his duties. This instruction was refused and the Court gave two

instructions presenting the contrary view, the first one relating to the testimony of Merrill and Mrs. Merrill in relating to the conversations with Comstock at the house and at the hospital, which it was claimed showed that Comstock knew of the accident, or was at least informed of it at that time. (Tr. of R., pp. 175, 176, 156, 163, 164). The Court instructed the jury that knowledge acquired by Comstock in this way was not the knowledge of the principal, unless it was acquired while acting in the course of his employment.

In the second instruction the Court informed the jury that any knowledge or information that Comstock might have acquired concerning the accident, while visiting at Merrill's house or at the hospital, would not be the knowledge of defendant in error unless he was there to see Merrill in the discharge of his employment.

On the trial plaintiff in error requested the Court to instruct the jury that the condition requiring notice was a condition precedent and that, if there was a breach of it, defendant in error could not recover, and that the question whether plaintiff in error suffered any damage by reason of the failure to give the notice was immaterial in the case. (Tr. of R., p. 173). Plaintiff in error refused to defend the case because of the alleged failure to give notice as required by the terms of the policy. The Court not only refused to give this instruction, but instructed the jury that, if the

witnesses were available, and if it was possible to show the condition of the hopper, etc., and if it appeared that plaintiff in error could have successfully defended the case at the time the notice of the injury was given, then the failure to give notice was no defense. (Tr. of R., pp. 162, 163). These instructions are more fully referred to in the assignment of errors.

According to the view taken of the case by the Court, if plaintiff in error suffered no damage by reason of a failure to give the notice within the time required by the policy, a failure to give the notice within such time was no defense. It was, however, incumbent on plaintiff in error, under the view of the law adopted by the Court, to show knowledge of the accident and a failure to give the notice within the time required by the policy, because this was the breach of the policy which constituted a defense, in the event defendant in error failed to show that plaintiff in error suffered no damage by the delay in the giving of the notice.

In the complaint in the suit of Merrill against defendant in error, it was alleged that the accident occurred in July, 1909. Defendant in error set forth in its answer that the accident occurred in June, 1909. For some reason the parties had a controversy in that action about the time of the accident, although it did not appear to be very material. In this action, in plaintiff in error's answer, it set up that the accident occurred on

June 15, 1909, but that no notice was given until the latter part of October. Merrill testified in this case that the accident occurred on July 19, 1909. Comstock showed that he did not know of the accident because he was not in Tacoma at that time and that therefore the testimony of Merrill that he knew of the accident when it occurred, could not be true.

Apparently it occurred to defendant in error to take advantage of this dispute as to the time when the accident occurred and, accordingly, just before the trial, defendant in error amended his complaint in this action by interlining that the accident occurred on July 19, 1909, and thus indicated an intention to make the date of this accident material.

In its amended answer to the amended complaint plaintiff in error alleged that the accident occurred on or before July 19, 1909, for the purpose of avoiding an affirmative allegation as to when it did occur. At the trial it was contended by defendant in error that Mr. Merrill did meet with some slight injury in June, but that the injury for which he recovered damages occurred in July, and that Comstock was absent at that time and knew nothing about it.

In its instructions to the jury, when the Court undertook to state the issues in this case, he stated that the answer of plaintiff in error alleged that the accident occurred "on or about July 19, 1909." An exception was taken to this statement of the



issues and the attention of the Court was called to the matter, but he did not see fit to correct it.

Plaintiff in error thinks this was material because it gave color to the claim of defendant in error that the accident for which Merrill recovered was a different one from the one of which Comstock admitted that he had notice, which he said occurred in June and which he claimed was a slight one.

From the foregoing statement it will be seen that two main issues were submitted to the jury.

FIRST: Did defendant in error have knowledge of the accident?

SECOND: Was plaintiff in error damaged by the failure to give notice of the accident?

It is impossible to ascertain what was the conclusion of the jury as to these issues. The verdict may have been based on the theory that defendant in error did not know of the accident. It may have been based on the theory that it did know of the accident, but that plaintiff in error was not damaged by its failure to give the notice. The rulings and the instructions of the Court with respect to either of these issues may have determined the verdict of the jury.

This full statement of the case is made by plaintiff in error for the purpose of aiding the Court in a ready understanding and comprehension of the questions involved.

SPECIFICATIONS OF THE ERRORS ON  
WHICH PLAINTIFF IN ERROR RELIES.

I.

For the purpose of showing that Comstock knew of the accident to Merrill and that he knew when Merrill was at the hospital that he had met with the accident, and was then suffering therefrom, and that he knew that he had met with the accident while performing the work of defendant in error, as to which Merrill had already testified (Tr. of R., p. 77), plaintiff in error showed the following conversation between Comstock and Merrill at the hospital in the first part of August, to-wit (Tr. of R., p. 78):

“Q. At the time you went to the hospital did you have any conversation with Mr. Comstock about your accident or condition?

“A. He was telephoned to and he comes to the house and talked to me, and he said they calculated to do what was right about paying my wages, and he came to the hospital to see me and asked me if I was going to bring suit against the company, and I told him I had nothing to say and to go ahead and do something and he said he would, too.

“He said they had never had a suit against the company and they wouldn't like to have one brought because they were willing to do anything to get along, and I told him to go ahead and do so.

“He helped pack me out of the house to the ambulance to take me to the hospital.”

That thereupon the Court said to the jury, in reference to the conversation at the hospital:

“Now, gentlemen of the jury, regarding this conversation at the hospital, to which objection is made, the Court instructs you that it is not everything that a man who is an agent for a corporation; that everything that he happens to learn binds the corporation. It is only that knowledge that comes to him while he is acting for the corporation in the scope of his employment. There has been testimony in the case regarding what Mr. Comstock learned at the time this accident happened. Now, with regard to these conversations at the hospital, there is no testimony that the company sent Mr. Comstock to the hospital, and, there being nothing to that effect, you are to disregard that as binding the plaintiff company, the John B. Stevens Company, and only consider it to this extent: That is, as to enabling you to determine what he learned—he, Comstock, learned—when this accident happened. If those conversations are in effect an admission on his part that he did know from the beginning that this man was hurt in the mill, you will consider it to that extent, but, so far as the company is concerned, you will disregard any admissions he made that the company was going to fix it up, or going to make it good, or all right and all that. You will disregard that, because there was nothing to show that he was on the business of the company. (Tr. of R., p. 79).

Plaintiff in error contends that the Court erred in informing the jury that it was only knowledge that came to an agent while he was acting for the corporation in the scope of his employment that bound the corporation; also in informing them that there was no testimony that the company sent Comstock to the hospital, and that therefore they were to disregard the conversation as binding the plaintiff and consider it only to the extent of enabling

them to determine what Comstock learned when the accident happened; also in informing them that they would disregard the conversation unless it was in effect an admission that he knew from the beginning that the man was hurt in the mill; and that it also erred in informing them that they would disregard the admissions Comstock made that the company was going to fix it up or make it good, because there was nothing to show that he was on the business of the company; and that the Court erred also in informing the jury that there was nothing to show that Comstock was on the business of the company.

## II.

Error of the Court in admitting testimony to show that Oren Busard, the chief witness to the accident, was still around town in Tacoma and was available as a witness at the trial of the case of Merrill against Stevens, the testimony being offered to show that no damage was sustained by the delay in the giving of the notice. The testimony is as follows:

“Q. Now, calling your attention to one Oren Busard, was he still around town at the time this notice was received from Fitch & Jacobs and notice given to the insurance company?

“A. I am not sure where Oren Busard was at the time. He was here shortly afterwards, but he may have been working there at the time, but he was either working for John B. Stevens & Company or working around town.”



The men I have mentioned constituted all the witnesses in the Merrill case except the doctors and excepting Busard. The witnesses I mentioned were the witnesses in the Merrill action, except Busard. I am a little dark in regard to Busard. I would like to explain if you will allow me. Busard was with us and worked with us some time about the time this summons and complaint was served, but he was not a witness for us. He disappeared before the suit was tried. (Tr. of R., p. 106).

This testimony was admitted over the objection of the plaintiff in error.

### III.

The Court erred in refusing to give to the jury instruction numbered III, requested by plaintiff in error, as follows:

“You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence that Mr. Moore was one of the officers of the plaintiff and that it was one of his duties to obtain knowledge of accidents to employees of the plaintiff occurring while in the course of their employment at its warehouse, and if you further believe from a fair preponderance of the evidence that Mr. Moore did not exercise such a personal, reasonable direction, control and supervision over the employees as to render it likely or probable that he himself would obtain knowledge of the accidents to the employees within a reasonable time after they occurred, and that he took no precautions to obtain such knowledge himself and did not exercise a reasonable degree of care and diligence in the supervision and management of the business as would give to

him such knowledge, but that he relied and depended on some employee of the company to give him such information, and if you believe from a fair preponderance of the evidence that this employee had knowledge of the accident to Merrill, for which he recovered damages against the plaintiff, and knew that it occurred at plaintiff's warehouse while he was at work there for it, but that he did not convey such knowledge to the said Moore, or to any officers of the company, and that by reason of such failure on his part neither Moore nor any of the officers of the plaintiff company had knowledge of the accident until long after it happened, and did not give notice of it to the defendant until more than ten days after this employee's knowledge of it and after he could have informed them of it, then and in such event you are instructed that the plaintiff cannot plead lack of knowledge of the accident as an excuse for a failure to give notice within ten days, according to the terms of the policy." Tr. of R., p. 169).

To which failure and refusal plaintiff in error duly excepted.

#### IV.

The Court erred in refusing to give to the jury instruction numbered IV, requested by plaintiff in error, as follows:

"You are instructed, gentlemen of the jury, that even if you believe from a fair preponderance of the evidence in this case, that none of the officers of the plaintiff corporation knew of the accident to Merrill, yet this does not necessarily show a lack of knowledge on the part of the plaintiff, because the knowledge of some individual other than the officers of the plaintiff might be knowledge of the plaintiff, you are therefore instructed, that if you believe from a fair preponderance of the evidence

that Mr. Comstock, the foreman of the plaintiff, superintended and directed the men in the exercise of their work on the premises and personally supervised them while so engaged, and that the character of his duties was such that he would know when the employees in his charge met with accidents, and that he employed and discharged the men and reported their time to the plaintiff; and if you further believe from a fair preponderance of the evidence that the officers of the plaintiff did not personally supervise the work of the men or the men while engaged in it, and did not occupy such a relation or position to the men and their work as would render it reasonably likely and probable that they would know of the accidents to the men, and if you further believe from a fair preponderance of the evidence that they established no rules or regulations requiring or directing anyone to report to them accidents to the employees while engaged at their work on the premises, and if you further believe from a fair preponderance of the evidence that none of the officers paid any attention to the question or subject of such accidents to the employees, except one, and that he assumed or was charged by virtue of his position with the duty of knowing of and ascertaining such accidents and reporting them; and if you further believe that this officer gave no directions to anyone else to report accidents to him; established no regulations or rules on the subject, and that he performed such duties and remained in such a place as that it was not reasonable, likely or probable that he would know of such accidents; and if you further believe from a fair preponderance of the evidence that this officer relied on the foreman, Mr. Comstock, to report to him such accidents to employees and for this reason made no supervision and took no steps to ascertain about such accidents; and if you further believe that Mr. Comstock, the foreman, knew that Merrill met with the accident while at work for plaintiff at its warehouse, for which he recovered damages



against the plaintiff, but that for any reason he failed to inform any of the officers of the plaintiff thereof, and that by reason of his failure to give such notice and information to the said officers, they did not know of it and that they did not give notice thereof until more than thirty days after the accident and after Comstock knew of it, then and in that event you will find that the plaintiff knew of the accident when Comstock knew of it."

To which failure and refusal plaintiff in error duly excepted. (Tr. of R., p. 171).

## V.

The Court erred in refusing to give to the jury instruction numbered V. requested by plaintiff in error, as follows:

"You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence in this case, that the plaintiff did not give notice of the accident to Merrill within the time required by the policy, as explained to you in these instructions, it is not necessary that the defendant should show that it suffered any damage by reason of the failure to give the notice. The difficulty of determining what effect the delay and the failure of the plaintiff to give the notice may have had on the result of the case of Merrill against Stevens, and the difficulty of showing whether the delay in the giving of the notice produced conditions which controlled or affected the decision of the jury in the case of Merrill against the plaintiff, are all presumed in law to have been provided against by the requirement of the policy making the plaintiff's right of action depend on the giving of the notice."

To which failure and refusal plaintiff in error duly excepted. (Tr. of R., p. 173).



## VI.

The Court erred in refusing to give to the jury instruction numbered VII, requested by plaintiff in error, as follows:

"You are instructed, that if the officers of the plaintiff did not exercise such a supervision over the management of the business and the control of the men and the performance of their work, as would render it reasonably likely or probable that they would know of such an accident to one of the men, and if they did not establish rules or regulations requiring or directing someone else to give them notice or knowledge of such accidents, then you are instructed that the relation of Mr. Comstock, the foreman, to the management of the business and control and supervision of the men, was such that his knowledge of the accident was the knowledge of the plaintiff and that likewise, in his absence, the knowledge of Mr. Bass while acting as foreman of the men in the same manner, was the knowledge of the plaintiff, and particularly is it true that the knowledge of Mr. Comstock was the knowledge of the plaintiff if you believe from a fair preponderance of the evidence that Mr. Moore, one of the officers of the plaintiff, regarded himself as the proper person to acquire knowledge and give notice of such accidents, and if you believe that this duty was tacitly or expressly left to him by the other officers of the plaintiff and that he took no active steps with regard to the matter of acquiring knowledge of such accidents and established no rules or regulations on the subject, but depended on Mr. Comstock to give to him such knowledge."

To which failure and refusal plaintiff in error duly excepted. (Tr. of R., p. 174).

## VII.

The Court erred in refusing to give to the jury instruction numbered IX, requested by plaintiff in error, as follows:

“You are instructed, gentlemen of the jury, that if you believe from a fair preponderance of the evidence in this case that Mr. Comstock knew that Merrill had met with an accident while engaged at the warehouse of the plaintiff, in determining the question whether this knowledge is to be treated as knowledge of the plaintiff, it makes no difference how this knowledge was acquired by Comstock. It is not necessary that it should have been acquired by him, in order to charge the company, while in the course of his duties for the plaintiff. If he actually knew of the accident to Merrill, the question whether he acquired this knowledge while discharging any of his duties as a foreman or employee of the plaintiff is immaterial.”

To which failure and refusal plaintiff in error duly excepted. (Tr. of R., p. 175).

## VIII.

The Court erred in instructing the jury as follows:

“The Court permitted certain testimony concerning conversations alleged to have occurred at Merrill’s house, or at the hospital, between Comstock and I. B. Merrill and between Comstock and Mrs. Merrill. This testimony was admitted for a limited purpose, as the Court explained to you at the time. And in this connection you are instructed that the principal is charged with knowledge of all material facts of which the agent receives notice or acquires knowledge, while

acting in the course of his employment and within the scope of his authority, whether the agent informs the principal of such facts or not. But you are instructed that a principal is not charged with knowledge of any fact which the agent may acquire while not acting in the course of his employment, or of information which the agent acquired while attending to business of his own."

To which plaintiff in error duly excepted. (Tr. of R., p. 163).

## IX.

The Court erred in instructing the jury as follows:

"Therefore, you are instructed that, if you find and believe from the testimony that I. B. Merrill met with an accident on July 19th, 1909, and that at that time the foreman, Comstock, was away on his vacation and did not know of the said accident, then you are instructed that any knowledge or information Comstock may have acquired concerning the accident while visiting at Merrill's house, or at the hospital unless he was there to see Merrill in the discharge of his employment by the plaintiff, would not be the knowledge of the plaintiff in this case, because not acquired by Comstock in the discharge of his employment or in connection with matters within the scope of his authority as an agent or employee of the plaintiff, John B. Stevens & Company."

To which plaintiff in error duly excepted. (Tr. of R., p. 164).

## X.

The Court erred in instructing the jury as follows:



"And you are further instructed in this regard that if the defendant could have learned all of the facts concerning the condition of the hopper, the manner in which it was constructed, and all the facts relating thereto, from the witnesses, after notice was given, so that the charge or alteration in the hopper did not prevent the defendant from learning the condition of the hopper and satisfactorily establishing the same and its manner of construction at the time Merrill was injured, or the fact in connection with the alleged break of a board in the hopper, and that it was not prejudiced in its rights by reason of such alterations; then the fact that the hopper was altered, after the alleged injury to Merrill, would be immaterial and would not constitute grounds for the defendant refusing to accept and defend the suit brought by Merrill against John B. Stevens & Company."

To which plaintiff in error duly excepted. (Tr. of R., p. 161).

## XI.

The Court erred in instructing the jury as follows:

"The Court further instructs the jury that the failure or delay in giving notice, even though plaintiff had knowledge of the accident, would not of itself be a defense to plaintiff's suit. In order to be a defense such failure or delay in giving notice must have been prejudicial to the insurance company's rights. Therefore, if notice was not given immediately as provided, yet if the jury believe from the evidence that said suit of Merrill could have been defended by said company to as good advantage as if notice had been sooner given as required, it would be bound to accept the accident and defend the suit. In other words, if the jury



believe that the witnesses to the accident and all evidence were available and that the suit could have been defended as well as if notice had been sooner given, the failure to give notice sooner would not in any event be a defense, even though plaintiff knew of the accident at all times, and you will find a verdict for plaintiff.

“Another matter in issue relates to the allegation that by reason of plaintiff’s delay in giving notice of the accident the witnesses were scattered. If the jury believe that such delay in giving notice was due to the want of knowledge of said accident by plaintiff and that the plaintiff was ignorant of it and without fault on its part, as before explained, it would be immaterial that the witnesses were scattered, and you cannot find for defendant on that account.”

To which plaintiff in error duly excepted. (Tr. of R., p. 162).

## XII.

The Court erred in instructing the jury as follows:

“In this case there has been testimony concerning conversations and admissions, oral admissions. The Court instructs you that evidence of that kind should be accepted with great caution by the jury. Especially is that true where a considerable lapse of time has intervened between the time of these alleged admissions or conversations and the time the witness testified. One counsel has pointed out some reasons for that, too. In addition to those pointed out by counsel, would be the fallibility of the memory of the witness who undertakes to relate a conversation, as the meaning of persons often depends upon the arrangement of the words. The

same words arranged differently often give a different impression, or a word omitted here or substituted there may change the whole meaning of a conversation; therefore, that is why I instruct you that testimony of that kind should be accepted with caution."

To which plaintiff in error duly excepted. (Tr. of R., pp. 167, 168).

### XIII.

The Court erred in instructing the jury as follows:

"For a further defense the defendant alleges in its answer that I. B. Merrill received the injuries referred to on or about the 19th day of July, 1909, and that plaintiff had knowledge of said accident and injuries to said Merrill at the time but gave no notice in writing to defendant or its representatives in this locality, until the latter part of October or first of November following." (Tr. of R., p. 149).

### XIV.

That the court erred in failing and refusing to grant the motion of plaintiff in error for a nonsuit and dismissal of the case. (Tr. of R., p. 74).

## SUCCINCT STATEMENT OF LEADING QUESTIONS OF LAW RAISED BY ASSIGNMENT OF ERRORS.

The statement of the case indicates that the following are questions of law raised by the record in this case:

FIRST: Where a foreman who is confessedly charged with the duty of superintending the employees and ascertaining when they are injured and of informing his employer of that fact, during the existence of his foremanship, discovers through conversations with him and his declarations, that one of the employees has been injured while in the discharge of his duties at the place indicated in the policy, and subsequently visits him where he is undergoing an operation on account of the injuries, and there conversations and declarations take place between them which show that the foreman had knowledge of the occurrence of the accident prior to that time, or that he acquired it then, was it not error for the Court, while admitting the conversations and declarations in evidence, to direct the jury that they should disregard them

(a) Unless they found that the foreman was sent to the hospital by the employer at the time of the conversations?

To say:

(b) That there was no testimony that he was so sent;

(c) That as there was no testimony that the foreman had been so sent, they would regard the conversations only so far as they might show what he learned at the time the accident happened.

(d) That they would regard the conversations only in the event they constituted an admission

on the part of the foreman that he knew from the beginning that the employee was injured.

(e) That they would disregard any admissions that the employer would fix it up or make it good, because there was nothing to show that he was on the business of the employer. (Assignment of Error I; Tr. of R., p. 25). An agreement to make it good was some evidence of knowledge as to the fact and the manner of the accident.

SECOND: If a foreman charged with the duties already indicated, discovers or learns, in any way, that one of the employees has met with an accident or injury while in the course of his employment on the premises, is it not error for the Court to instruct the jury, in dealing with this question,

(a) That the employer could not be charged with such knowledge unless it was acquired by the foreman while acting in the course of his employment?

(b) Was it not error for the Court under such circumstances to refuse to instruct the jury that the knowledge of the foreman during the time he was charged with the duty of finding out and reporting accidents to the employees, was chargeable to the employer, regardless of the question how and when this knowledge was acquired, if it was acquired during the existence of his foremanship and the continuance of his duties?

With such a foreman, charged with such a duty,



is not the discovery during the period of his foremanship at any time, place or under any circumstances, of a fact which it is his duty to discover, a matter entirely within the scope of his employment and strictly in the line of his duty?

If such a fact should be discovered by such a foreman, even while he was engaged for the moment in his own personal business, when he turned from that business to the performance and the discharge of his duties as foreman, was he not then charged with knowledge of the fact which he discovered during the period of his foremanship, even if he was not then engaged in the performance of any duty?

THIRD: Where the testimony showed that Comstock, while at the house of the employee, Merrill, for the purpose of assisting and conveying him to the hospital, engaged in conversations with Mrs. Merrill and Mrs. Tute and made declarations which showed that he knew of the accident which occurred to Merrill, and that he afterwards went to the hospital to see Merrill and certain conversations and declarations occurred there between them which gave him that knowledge, if he did not already have it, *was it not error* for the Court to instruct the jury that, if Comstock was away at the time when the accident to Merrill occurred, the knowledge subsequently acquired while visiting at the house or the hospital, would not be the knowledge of his employer unless he was there to see Merrill in

the discharge of his employment, and that, if he was not there in the discharge of his employment, the knowledge so acquired would not be acquired by Comstock in the discharge of his employment and therefore would not be in connection with matters within the scope of his authority as an agent or employee.

Was not this instruction particularly erroneous in view of the fact that the Court had already instructed the jury that unless Comstock had been sent to the hospital at the time by defendant in error, they would disregard the conversations that took place there, unless they showed that Comstock knew of the accident at the time it happened, and had at the same time told them that there was no evidence that Comstock had been sent to the hospital by defendant in error? In other words, when these two instructions are coupled together, do they not, in effect, say to the jury, that if they believe that Comstock, on account of his absence, did not know of the accident at the time it happened, the declarations and conversations at the house and the hospital should be disregarded as evidence, although they may have showed that he knew of the accident through knowledge of it that he acquired at that or at some previous time? (Assignment of Error XIII; Tr. of R., p. 35).

FOURTH: Where a policy of insurance undertakes to indemnify "against *loss* arising from a liability imposed by law," and the policy provides

that no right of action can be maintained until after the *payment of the damage* by the assured, and contains a *special warranty* or *stipulation* that notice of accidents shall be given within a fixed time, and where the policy also contains the further agreement that the *special warranties* and *stipulations* shall be treated as *conditions precedent*, was it not error for the Court to instruct the jury

(a) That the failure to give notice within the terms of the policy, constituted no defense to the action, unless it appeared that the insurance company had been damaged by such failure?

(b) Was it not error to refuse to instruct the jury that if the notice was not given within the time required by the terms of the policy, the assured could not recover?

(c) Is not such a condition requiring notice in a policy indemnifying "against loss from liability," a condition precedent in its nature and character and also by reason of the fact that it is required to be performed before the loss occurs, the loss being the payment of the claim of the injured man; and particularly is it not a condition precedent where the policy, in express terms, makes it one?

(d) If such a condition is a condition precedent, is not its breach fatal to the right of the assured to recover, regardless of the question whether the insurance company sustained any damage by its breach?



FIFTH: If a breach of the condition requiring the giving of notice within ten days after the happening of the accident, defeated the right of action on the policy, without regard to the question whether the insurance company sustained any damage by reason of its breach, did not the Court err in permitting defendant in error to prove that Busard, the witness to the accident, was still around town and available as a witness at the time the suit was brought? (Tr. of R., p. 106).

SIXTH: In view of the directions and instructions given by the Court to disregard the declarations and conversations between Merrill and Comstock at the house and the hospital, as set forth in assignment of error numbered I, if it was error for the Court to so instruct the jury, was it not still more erroneous, when, in the instruction set out in assignment of error numbered XII, the Court applied to the testimony of Mrs. Merrill the same instructions and directions, Mrs. Merrill having testified that Comstock told her, before Merrill was taken to the hospital, that he was sorry Merrill was hurt and that defendant in error would pay his wages? (Assignment of Error XII).

SEVENTH: In view of the fact that it was necessary to show knowledge on the part of Comstock that the accident to Merrill had occurred more than ten days prior to the time when the notice of the accident was given, and in view of the character of the declarations and conversations between Comstock and Merrill and Mrs. Merrill and Mrs. Tute,



*was it not error* for the Court to instruct the jury "that evidence of that kind" should be accepted with great caution by the jury? Was it not particularly erroneous for the Court to say to the jury that "one of the counsel had pointed out some reasons for this evidence being so regarded and that the Court would point out some additional ones," and to then proceed so to do?

As a matter of fact, considering the strong circumstances corroborating these conversations, the number of those who testified to them, and their probability, was it not error for the Court to single out these declarations and admissions and brand them with suspicion and impose on the jury the duty of regarding them with suspicion even if it should be deemed true by the Court that, under ordinary circumstances, oral conversations and admissions are to be received with caution? Did not the Court commit two mistakes with reference to this testimony, which was so important to plaintiff in error, first, in applying the abstract rule which the Court had in mind to the facts of this case, by a positive direction and instruction, and also by failing to leave to the jury the determination of the question whether the particular declarations and admissions in evidence in this case were of such a character as to require the jury to apply this rule to them or to justify them in so doing? Did not the Court err in enforcing on the jury the application of the rule to the particular admissions and declarations, instead of stating the general rule and

leaving it to them to say whether it should be applied to the particular admissions and declarations in question?

## ARGUMENT.

### FIRST ASSIGNMENT—DIRECTIONS TO DISREGARD TESTIMONY. . .

At the time when the ruling involved in this assignment was made, the testimony of Mr. Stevens, the president of defendant in error, and of Mr. Moore, the secretary thereof, and of Mr. Merrill, showed that Mr. Comstock had general supervision of the men and their work, employing and discharging them, and that he was relied on to report accidents to them coming under the policy and that he had done so several times before; that he had arranged for the payment of part of his wages to Merrill and they were paid by Mr. Moore on his recommendation, and that the question of the payment of his wages and the stopping of them had been left with Mr. Comstock and Mr. Moore by Mr. Stevens.

It appeared from Mr. Stevens's testimony that he knew Merrill was sick and that his wages were being paid, and that he left the payment of his wages to Comstock and Moore. (Tr. of R., p. 73). Merrill had testified that he met with the accident in July; that Comstock knew about it; that the serious result of the accident was not known until ten days or two weeks after the accident, when it was found

necessary to take Merrill to the hospital for the operation of removing his kidney. (Tr. of R., p. 77).

Comstock testified that the only accident he knew of was one occurring in June and that he did not know of the accident in July, and that the accident in June was slight and that Merrill continued at work.

In the conversations at the hospital, to which the Court referred in his ruling, Merrill testified that he discussed the accident with Comstock and that Comstock told him that the company would do what was right; would pay his wages; and that he asked him if he was going to bring suit against the company and said that they did not want a suit against them, and that Merrill told him to go ahead and do what was right. (Tr. of R., p. 78). These conversations took place in the first part of August, following the accident of July 19, 1909. The accident was not reported to plaintiff in error until the latter part of October, when suit was brought. The payment of the wages continued after this time and was discussed between Comstock, Moore and Stevens.

The conversations with Merrill showed that, at the time they took place, Comstock knew that Merrill was suffering from the consequences of the accident and the fact that he then arranged for the payment of the wages in pursuance of the power and authority which he had on that subject,

and the fact that this was subsequently ratified by defendant in error, made these conversations competent and relevant to establish knowledge on the part of Comstock and made it a question for the jury whether the arrangement made by Comstock about the wages was within his authority, and likewise made it a question for the jury to determine whether the subsequent payment of the wages in pursuance of this arrangement did not show that Comstock was acting within the scope of his authority.

If the fact that a third person has knowledge of a certain event, becomes material in an action, that fact is to be proved like any other. The acts and declarations of a person made at a time when his knowledge is material, are competent to establish such knowledge as fully as though they were the acts and declarations of a party to the action. Knowledge is a mental condition and while the person whose knowledge is the subject of inquiry is perhaps in a better position to speak on the subject than is anyone else, his admission or denial of knowledge is not conclusive against an adverse contention, and the contrary of his statement may be shown by any acts, declarations or circumstances from which it may be reasonably inferred. This is elementary.

“Ordinarily whether or not another person had knowledge of a particular fact is not capable of proof by the mere opinion or conclusion of a witness, although it has been held proper to permit a witness



to state that another person had knowledge of the fact, where he also states the facts indicating unmistakably that he knows whereof he speaks. It is proper to show that a party had knowledge of a fact by the testimony of a witness that he had informed such party of the fact."

8 Encyc. of Evidence, pp. 15 and 16.

See, also,

*St Louis, A. & C. R. Co. vs. Dalby*, 19 Ill. 352.

Acts of a party sought to be charged with knowledge of a fact, or statements by him in the nature of or constituting an admission of his knowledge, may be received in evidence against him, although collateral and foreign to the main subject.

"Wherever it is material to prove the state of a person's mind or what was passing in it and what his intentions were, you may prove what he said because that is the only means by which you can find out what his intentions are."

*Sugden vs. St. Leonards*, L. R. I. P. D. 154.

The rule admitting such evidence for such a purpose is an exception to the general rule in reference to hearsay evidence.

3 Wigmore on Evidence, 1714-15.

The person whose knowledge becomes material stands in the position of a party to the suit to the extent that the knowledge may be proved by the same character of evidence.

The application of this rule, we take it, does not depend, in any sense, on the question whether, at

the time of the declarations and conversations, Comstock was acting within the scope of his authority. On him was conferred the duty of ascertaining that the men were injured and reporting the fact of such injuries to his employer. It was by virtue of the duties thus imposed on him that his knowledge became material, and, to say the least, his acts and declarations showing such knowledge during the time when his possession of it was material, are admissible for the purpose of showing that during that period he possessed it. If Comstock had ceased to be foreman and had thus been relieved of his duties in respect to this matter, and had then acquired knowledge which it would formerly have been his duty to communicate, we would not contend that the evidence of his knowledge at that time would be admissible and we do not care to argue the proposition that the declarations made by him after he had ceased to be foreman and after he had been relieved of his duty of reporting accidents, would be admissible for the purpose of showing that he did possess knowledge at a time when its possession by him was material.

The Court seemed to lose sight of the distinction between the rule applicable to the state of facts shown in this case with respect to this question and the rule applicable in a case where it is sought to charge the principal by acts and declarations made by the agent with respect to some subject which

it is claimed was within the scope and limits of his authority.

In this case it was conceded that knowledge of Comstock that Merrill had been injured was knowledge of defendant in error and it was merely a question how this knowledge should be proved.

The Court first said that they would disregard the declarations and conversations unless they found that defendant in error *sent* Comstock to the hospital. As a matter of fact, if it was a part of the duties of Mr. Comstock to ascertain if men were injured while in his employment, to pay their wages, and to overlook them, it was not necessary that he should have been sent on this particular occasion by some officer of the company. He testified that he went there voluntarily, but it is a significant fact that he arranged for the payment of the wages.

The Court further told them that, as there was no testimony to the effect that he had been sent to the hospital, they would regard the conversations there only so far as they might show what Comstock had learned *at the time the accident happened*, and that they would regard the conversations only in the event they constituted an admission on his part *that he knew from the beginning* that Merrill was hurt. In other words, the Court informed the jury that any information as to the accident and injury to Merrill which Comstock acquired while at the hospital, should be disregarded by them

and that they should disregard all admissions of Comstock unless they were admissions that he knew of the accident from the beginning.

A very remarkable situation is presented in the instruction by the Court. He told the jury that if Comstock knew of the accident at the time it happened, his declarations to Merrill showing this fact should be regarded by them. The effect of the instruction, however, was to say to them, that if, however, he did not know of the accident at the time it happened, they should disregard evidence of any information about it that was conveyed to him at the hospital, or any declarations of his showing that he then knew or acquired knowledge of it. Merrill remained in the hospital about four weeks, leaving there some time the early part of September.

The idea of the Court seemed to be that if Comstock did not learn of the accident at the time it happened, no subsequent information on the subject acquired by him, would bind defendant in error unless he acquired it while actually engaged in the discharge of some duty.

It is a little remarkable that the Court should hold in this case that the duty of giving notice of an accident did not arise until knowledge of it was acquired, and that, if defendant in error did not know of the accident when it happened, it was not its duty to give notice of it until it did know of it, and then to say in these remarks to the



jury that the jury should disregard evidence showing that defendant in error acquired this knowledge at some subsequent time.

The testimony of Merrill as to the conversations between him and Comstock at the hospital demonstrated that, whether the accident happened in June or in July, Comstock then knew of the accident and that Merrill's condition was the result of it.

The Court also told the jury to disregard any admissions that defendant in error would fix it up or make it good because there was nothing *to show that he was on the business* of the company. On what theory the Court determined, in view of the testimony, that Comstock was not at the hospital or at the house on the business of the company, we are unable to determine.

The statement of the Court that there was nothing to show that Comstock was sent to the hospital or house, and the further statement that there was nothing to show that he was there on the business of the company, were both erroneous, for independently of the general circumstances connected with these visits and the duties imposed on Comstock, Mr. Stevens had already testified as follows:

"Yes, sir, I paid Mr. Merrill's wages for a time. I knew he was sick and finally went to the hospital. I knew that one of his kidneys was removed. I think we paid part of his wages for three weeks.

I left the payment of his wages and the stopping of them to Mr. Comstock and Mr. Moore. I was away in September and it was during my absence when the boys stopped paying his wages." (Tr. of R., p. 73).

When Comstock told Merrill at the hospital that they would pay his wages and that they did not want any suit against the company on account of it, it can hardly be said, in view of the testimony of Mr. Stevens, that Comstock was not acting in the course of his duties or in the business of defendant in error when he made these remarks.

The admissions or declarations by Comstock that defendant in error would fix it up or make it good, which the Court directed the jury to disregard, were but a part of the declaration in which Comstock expressed the hope that Merrill would not sue defendant in error. We think these declarations were evidence that Comstock knew of the injury and accident to Merrill, of the most emphatic character. The idea seemed to be uppermost in the mind of the Court at all times, that Comstock must have been engaged in some duty at the warehouse when he acquired his knowledge, in order to affect defendant in error by it.

While we think it was not essential to the admissibility of the conversations showing knowledge on the part of Comstock, that he should have either been sent there or that he should have gone there on the business of the company, yet if the other

view of the question should be taken, this instruction wiped out all room for the contention on the part of plaintiff in error that he was either sent or that he was there on the business of the company.

This error is still further emphasized by the fact that the Court refused to give the instruction requested by plaintiff in error, referred to in assignment number XI, to the effect that if Comstock acquired knowledge of the accident it made no difference how he acquired it, and that it was not necessary, in order to bind defendant in error, that he should have acquired it while in the discharge of his duties as a foreman or employee of defendant in error.

The bad effect and the injurious character of this instruction was more far-reaching than we have indicated in this argument, and while this exact question will be more fully discussed in the argument on one of the other assignments of error, yet we call the attention of the Court to the fact that there were conversations and declarations between Comstock and Mrs. Merrill and Mrs. Tute at the time Merrill was taken to the hospital and while he was in the hospital, which showed that he then knew of the accident. These conversations and declarations also fell under the statement by the Court that there was no evidence to show that Comstock was sent to the hospital or that he was there on the business of the company, and the jury were

instructed that knowledge acquired by him when he was not on the business of the company was not chargeable to the company.

#### SEVENTH, EIGHTH, NINTH AND TENTH ASSIGNMENTS.

The instructions involved in these assignments correctly stated the law and they were given with important changes and alterations, but in giving them the Court injected into their midst the following, which completely limited and qualified them:

“Knowledge of any person if charged by the plaintiff with the duty of ascertaining whether men were hurt in any accident on the premises while at work for plaintiff, and informing plaintiff thereof, whether such person were Mr. Comstock or Mr. Bass or any other, if such knowledge was acquired by such person in the course of his employment it would be knowledge on the part of the plaintiff; if such person knew of Merrill’s injuries, and knew that it was on his own premises and received while in the discharge of his duties. This would be true whether the person informed the plaintiff or any of its officers or not.”

By this language the Court made the duty of giving notice or information by them depend on whether Mr. Comstock or Mr. Bass acquired knowledge of the accident while in the course of his employment.

We call the attention of the Court at this time specially to the fact that Mr Merrill testified that Mr. Bass knew of the accident and the manner in which it occurred shortly after the time of its



occurrence, and while he was acting as foreman in place of Mr. Comstock, who was away, and we call your attention further to the fact that Mr. Stevens and Mr. Moore both testified that they relied on Mr. Bass as well as on Mr. Comstock to inform them of accidents, and Mr. Stevens said that it was one of Mr. Bass's duties to do so; and we call attention to the further fact that the testimony of Mr. Merrill in this respect was not contradicted.

For the reasons indicated the instructions requested by plaintiff in error were not given in the form in which they were requested, the instruction quoted by us being injected into their midst as a part of one of them.

#### ELEVENTH, TWELFTH AND THIRTEENTH ASSIGNMENTS.

These assignments are based on the alleged error of the Court in refusing to instruct the jury that if Comstock knew that Merrill had met with an accident while engaged at the warehouse of defendant in error, it was not necessary, in order to charge defendant in error with this knowledge, that it should have been acquired by him while he was in the discharge of his duties. In this argument is also involved the error in the first assignment as well as the error in the instructions referred to in assignments 12 and 13, presenting the contrary view, and particularly in the giving of the instruction involved in assignment 13 to the effect

that any knowledge or information Comstock acquired concerning the accident while visiting at Merrill's house or at the hospital, would not be the knowledge of defendant in error, "unless he was there to see Merrill in the discharge of his employment."

We here desire to call the attention of the Court particularly to the language in quotations, because the Court had previously instructed the jury during the trial, as is pointed out in the argument on assignment of error I, that there was no evidence that Comstock was at the hospital or the house in the discharge of his duties. The effect of all these instructions on this question was to say to the jury that any information or knowledge acquired by Comstock while at the hospital or the house was not chargeable to defendant in error because he was not there in the discharge of his duties. This assumption by the Court was not only unwarranted, but was, it seems to us, in direct contradiction of the positive testimony, and by the instruction now under consideration and the direction or instruction given by the Court during the trial of the case, all knowledge acquired by Comstock while at the house or hospital, was eliminated from the consideration of the jury, and the jury were directed to disregard the conversations at the hospital and house unless they showed an admission on the part of Comstock that he *knew of the accident at the time it happened*.

This is not a case where the Court was expressing an opinion to the jury on the weight of the testimony, but it was a positive direction to the jury to disregard certain testimony for certain reasons, leaving them no discretion in the matter.

The instruction referred to in assignment of error numbered XII, began in these words:

“The Court permitted certain testimony concerning conversations alleged to have occurred at Merrill’s house or at the hospital, between Comstock and I. B. Merrill and between Comstock and Mrs. Merrill. This testimony was admitted for a limited purpose, as the Court explained to you at the time.”

The explanation referred to by the Court consists of the comment and the instruction given by the Court, which are the subject of the first assignment of error in this case. (Tr. of R., pp. 24, 25).

At the time these were given by the Court, Mr. Stevens had already testified that he left it to Comstock and Moore to arrange about the payment of Merrill’s wages, his testimony on this subject being set out elsewhere in this brief, and the other testimony and facts and circumstances already in evidence at the time, show that it was a question for the jury to determine whether Comstock was not sent to the hospital or whether he was not there in the discharge of his duties. A fair inference from the testimony necessarily leads to the conclusion that he was.

In this comment and instruction the Court referred only to the testimony of Merrill, who was the witness then under examination. By the instruction referred to in assignment of error XII, which we have just quoted, the Court applied the instruction and comment he had given with reference to the testimony of Merrill, to the testimony of Mrs. Merrill as well, and the effect of the instruction given at the conclusion of the evidence was to say to the jury that, at that time, the testimony of Mrs. Merrill as well as Mr. Merrill, should be disregarded unless they showed that Comstock knew of the accident from the beginning and that there was, at the time of the giving of the instruction, *no evidence* that Comstock had been sent to the house or hospital by the company or that he was there on the business of the company. In other instructions the Court informed the jury that unless Comstock was there on the business of the company, none of the declarations made by him or the information acquired by him at the time, would be evidence of his knowledge of the accident. The Court should not have thus excluded the testimony of Merrill, because his conclusion as to the testimony was erroneous.

The other important question presented by the instructions involved in these assignments, is this:



ADMISSIBILITY OF DECLARATIONS AND CONVERSATIONS AS DEPENDENT ON THE QUESTION WHETHER THEY WERE MADE IN THE DISCHARGE OF A DUTY OR IN PURSUANCE OF AUTHORITY.

In instructing the jury that the declarations of Comstock and the conversations with him were only admissible in the event they were made in the line of his duty, or in the event he was sent to the hospital, where they took place, the Court lost sight of an elementary rule of evidence or failed to recognize the purpose for which they were offered, although this was fully stated.

The declarations and conversations were introduced in evidence solely for the purpose of showing that Comstock knew at the time they were made, or at some previous time, that Merrill had met with the accident in question. They were not made for the purpose of establishing an agency on the part of Comstock or of establishing any liability flowing from them or the facts they established.

The agency of Comstock with reference to the subject-matter of these conversations was conceded. It was conceded that it was the duty of Comstock, in the discharge of the obligation imposed by the policy, to exercise a reasonable degree of supervision over the employees in order to ascertain when accidents occurred and to report them, and by the imposition and acceptance of this duty, under the

issues in this case, the question whether Comstock knew of the accident in time to have reported it more than ten days prior to the time when it was reported, became material. In fact it was the chief question involved in the case.

We may concede that the declarations of an agent do not affect his principal unless they relate to some matter within the scope of his authority, and we may likewise concede, although the authorities are somewhat conflicting on this subject, that where it is sought to charge the principal with the legal consequences of the declarations of the agent, such declarations must be made during the existence of the agency.

In this case, however, whatever legal term may be applied to the relation between Comstock and defendant in error, a simple statement of this relation involves only the declaration that it was the confessed duty of Comstock to plaintiff in error as well as to defendant in error, to ascertain when employees were injured in the discharge of their duty and to impart that knowledge to those concerned, and that, under the issues in this case, the sole question was whether he had such knowledge, ten days prior to the time when it was imparted.

The probative value of the testimony on this subject, which was introduced by plaintiff in error, was a question of fact for the jury, and this value

did not depend on the conditions or the circumstances under which Comstock acquired his knowledge. It depended simply on the question to what extent it proved knowledge on his part.

In a very admirable treatise on evidence the following statement of the law is laid down:

“Mental states may properly be proved by extrajudicial utterances which logically tend to indicate their existence. \* \* \* In all such cases the mental state is proved because it is a relevant fact and the extrajudicial statement is offered in evidence because it is a logically sound way of proving this relevant fact. \* \* \* The evidence of unsworn statements in proof of mental states is primary, there being no superior grade of proof for establishing such a fact.”

4 Modern Law of Evidence, Chamberlayne, section 2643, and cases cited.

“The case of agents presents no exception to the general rule of evidence that where the existence of a mental state by a given person at a certain time is probative, the fact may be proved by appropriate declarations of the person in question. In accordance with this general principle, the statements of an agent may be independently or circumstantially relevant to establish the existence on his part of intent or intention, knowledge, motive, or other material mental state. As the statement is merely a fact tending to prove the existence of a state of mind from which it would naturally arise, it may properly precede or follow the time at which the existence of the mental state is of importance. While it is essential that the relevant state of mind should be connected with the doing of some act within the scope of the agency it is not required



that the making of the statement which indicates its presence should have been so connected; provided, that the existence of the mental state at the time the declaration is made may be fairly deemed relevant on the question of its existence at the time involved in the inquiry. Statements too remote, in point of time, to be probatively relevant are rejected."

In the case of *Garretson vs. Merchants' & Bankers' Ins. Co.*, 60 N. W. 540, the Court said:

"The grounds of the motion are that the testimony was immaterial, and that it did not appear that Carpenter, at the time of the conversation, 'was acting in the capacity of president of the insurance company and transacting its business.' The case is argued to us on the theory that the Court sustained the motion to strike on the latter ground, by which we understand the same rule is to be applied to the imparting of knowledge or to the acquisition of knowledge by a corporation that would obtain where it sought to bind a principal by the acts and declarations of his agent, which is that when the acts are done or when the declarations are made he must be engaged in the business of his agency. We are not prepared to sanction such a rule, nor do we think that the learned judge who presided at the trial took that view of the law."

See, also,

*International & G. N. R. Co. vs. Telephone, Tel. Co.*, 5 S W. 517.

The case of *Fidelity & Deposit Co. vs. Courtney*, 186 N. S. 3421, 46 L. Ed. 1193, was referred to by counsel for defendant in error in the court below and, presuming that it will be relied on as an



authority in this case, we desire to call the attention of the Court to the fact that it has not the slightest bearing on the question involved here.

An officer of the corporation in that case, whose duties were clearly defined and which did not in any way relate to or embrace the transaction which it was claimed imposed notice on the corporation, shared with one of the employees of the bank, in a corrupt transaction, which was for his own benefit, and it was claimed that, by virtue of the knowledge acquired by him in this way, the bank was charged with notice of the dishonesty of the employee involved in this transaction. The Supreme Court placed its decision upon two grounds:

FIRST: That the particular transaction which evidenced a lack of honesty and fidelity on the part of the employee, was in a department and branch of the business of the bank which was in no way entrusted to the official in question and which lay wholly beyond the scope of his authority and duty, and in this connection the Court said that if it had been the cashier instead of the officer in question, the bankrupt would have been charged with notice because of the fact that the transaction lay within the department or branch of the business of which the cashier had supervision.

In the case at bar it is conceded that the question of acquiring knowledge of accidents to em-

ployees and of imparting that knowledge was imposed on Comstock, and that defendant in error looked to him chiefly, if not alone, for the discharge of its duty to exercise such a reasonable degree of supervision of the business as to learn of accidents and report them.

SECOND: The Supreme Court also held, in the case in question, that it was an exception to the general rule because, where one who is the agent of another acts in respect to a transaction, even where it is involved within the scope of his agency, corruptly and in his own interest and not for the benefit of the principal, the principal is not charged in such cases with the act of the agent or with the knowledge so acquired.

The declarations of a party showing knowledge or lack of knowledge, where this is material to the issues in the case, and conversations with him and his representatives showing the same facts, are admissible whenever and wherever made, provided they are not so remote from the time during which the existence of the condition is material, as to render them of no value.

#### NINTH, FOURTEENTH AND FIFTEENTH ASSIGNMENTS —REQUIREMENT OF NOTICE A CONDITION PRECEDENT.

The policy in this case undertook to indemnify defendant in error *against loss arising from the liability imposed by law for injuries to employees, etc.*

Among the *agreements* and *warranties* contained in the policy was one that, "upon the happening of an accident, whether a claim was made in respect thereto or not, the assured would give notice immediately, and at the latest within ten days thereafter." The policy also contained a provision that no action should be brought thereon until after a judgment had been rendered against the assured and the claim had been paid.

The policy also contained the provision, "The special agreements and warranties herein contained shall be constructed as conditions precedent to the payment of any loss under this policy."

The Court refused to instruct the jury that a failure to give notice of the accident within the time required by the policy would defeat the action, but it instructed them that a failure to give the notice would not defeat the action if it appeared that the case could have been tried as successfully if notice had been given and if it appeared that plaintiff in error was not prejudiced by reason of the alterations in the hopper; and the Court also instructed the jury that, in order to constitute a defense, the failure to give or delay in giving the notice, must have been prejudicial to the rights of plaintiff in error.

These assignments of error present the question whether the failure to give notice according to the requirements of the policy would defeat the action

of defendant in error, without a further showing that it had been damaged by such failure.

We believe that the authorities are almost unanimous in holding that a condition in a policy of this character, requiring the giving of notice of an accident, is a condition precedent, and that there must be a compliance with it in order to entitle the assured to recover. Among the cases affirming this rule are the following:

*Employers Liability Assur. Corp. vs. Light, Heat & P. Co.*, 63 N. E. 54;

*London Guarantee & Acc. Co. vs. Siwy*, 66 N. E. 481;

*Underwood Veneer Co. vs. London Guarantee & Acc. Co.*, 75 N. W. 996;

*Green vs. Northwestern Live Stock Co.*, 54 N. W. 349;

*California Sav. Bank vs. Am. Surety Co.*, 87 F. 118;

*Ermentraut vs. Girard Fire & Marine Ins. Co.*, 65 N. E. 746;

*Woolverton vs. Fidelity & Casualty Co.*, 82 N. E. 746;

*Travelers Ins. Co. vs. Myers*, 57 N. E. 458;

*McFarland vs. United States Mut. Acc. Assn.*, 27 S. W. 436;

11 Am. & Eng. Ann. Cases 253.

4 Cooley's Briefs Ins., p. 3570.



In the case of *Underwood Veneer Co. vs. London Guarantee & Acc. Co.*, *supra*, the Court distinguished and criticized the two cases of *Anoka Lbr. Co. vs. Fidelity etc. Co.*, 65 N. E. 353, and *Grand Rapids Elect. Light etc. Co. vs. Fidelity etc. Co.*, 69 N. W. 249, and used this language:

"After careful consideration we are constrained to hold that the conditions indorsed upon the policy and quoted above were conditions precedent.\* \* \* True, there is no forfeiture clause in the contract. Nevertheless, the plaintiff, in order to maintain this action, was bound to perform such condition precedent."

In the case of *Travelers' Ins. Co. vs. Myers, et al.*, 57 N. E. 458, the Court, in speaking of the condition requiring notice, used this language:

"It is obvious that this stipulation is of the essence of the contract in insurance of this kind. It is not merely a stipulation as to the form of bringing to the notice of the insurer the fact of a loss as in policies of fire and life insurance. It is clearly a matter of substance in the contract, because the obligation of the insurer is not against the mere happening of an accident or an injury, but against 'loss from liability' to employees, who may be accidentally injured. \* \* \* In a very little time the facts may, in a great measure, fade out of memory, or become distorted; witnesses may go beyond reach; physical conditions may change; and, more dangerous than all, fraud and cupidity may have had time to perfect their work. Therefore this stipulation is vital to the contract."

In the absence of a provision in the policy de-

clarifying the condition in question to be a condition precedent, its character is ordinarily determined by a consideration of the question whether it is a condition which, by the terms of the contract, is required to be performed before the right in question attaches or comes into existence. In those cases where it appears from the nature of the contract that it was contemplated by the parties that the condition should be performed before the right attached, it is declared to be a condition precedent, without reference to other considerations.

Where the contract is to indemnify against *loss* from liability it is held that no right exists against the indemnitor until the *loss* has been sustained, and this loss is defined by the courts (as well as by the terms of the contract in question here), to be the payment of the judgment, and in all cases where this language is construed this rule is adopted.

*Ford vs. Aetna Life Ins. Co.*, 126 Pac. 69;

*Allen vs. Gilman, McNeil & Co.*, 137 F. 136;

*Conolly vs. Bolster*, 72 N. E. 981;

*Allen vs. Aetna Life Ins. Co., Garnishee*, 145 F. 881;

*Puget Sound Imp. Co. vs. Frankfort etc. Ins. Co.*, 52 Wash. 124;

*Burke vs. London Guaranty & Acc. Co.*, 92 N. Y. Supp. 652;

*Cushman vs. Carbonado Fuel Co.*, 122 Ia. 656;

*Sheard vs. United States Fidelity & Guar. Co.*, 58 Wash. 29;

*Finley vs. United States Gas Co.*, 113 Tenn. 597;

*Frye vs. Bath, Gash & Elec. Co.*, 97 Me. 241;  
*Travelers Ins. Co., vs. Moses*, 63 N. J. Equity 260;

*Byers vs. International Aluminum Co.*, 101 N. Y. Supp. 83.

In accident policies where the right to compensation accrues upon the happening of the accident;

In fire insurance cases where the loss to the insured takes place on the destruction of the property;

Under employers liability policies where the contract is to indemnify *against liability* as opposed to *loss* from liability; in the absence of a provision in the policy making conditions precedent the conditions with reference to notice which are to be performed subsequently to the attaching of the loss or liability and prior to the enforcement of the right arising therefrom; such conditions are held to be conditions subsequent. The cases clearly make the distinction between conditions in policies with the different provisions indicated.

*Grand Rapids Elect. Light etc. Co. vs. Fidelity etc. Co.*, 69 N. W. 249;

*Employers Liability Assur. Corp. vs. Light, Heat & P. Co.*, 63 N. E. 54;

*Solomon vs. Cont. Fire Ins. Co.*, 55 N. E. 279;

*California Sav. Bank vs. Am. Surety Co.*, 87 F. 118;

*Travelers' Ins. Co. vs. Myers*, 57 N. E. 458;

*McFarland vs. United States Mut. Acc. Assn.*, 27 S. W. 436;

*Woodmen's Acc. Ass'n vs. Byers*, 87 N. W. 546;

*London Guaranty & Acc. Co. vs. Siwy*, 66 N. E. 481;

*Woolverton vs. Fidelity & Casualty Co.*, 82 N. E. 745;

*Tripp vs. Provident Fund Soc.*, 37 Am. St. Rpts. 529.

Where, however, the condition in question was one to be performed before the loss had been sustained by the assured by the establishment of a liability against it and the discharge of it, and where, in addition thereto, the policy itself contains a stipulation making the condition in question a condition precedent, no room is left for the argument or discussion and the condition is treated by the courts and enforced as a true condition precedent.

In the case of *Woodmen's Ass'n vs. Byers*, *supra*,



the question of the character of the condition was disposed of in these words:

“It is well to note that we are not considering a question of complying with conditions before loss or injury.”

In the case of *Tripp vs. Society, supra*, the Court said:

“The condition upon which the defense is based was to operate upon the contract of insurance only subsequent to the fact of a loss. It must therefore receive a liberal and reasonable construction in favor of the beneficiaries.”

It was treated by the Court, for the reasons indicated in the language above, as a condition subsequent.

In construing a policy containing any condition which is made a condition precedent by its terms, the courts universally and invariably hold that the condition must be treated as a condition precedent because it is so written in the contract, except that in one or two cases, where the condition was of such a character as that the Court was able to say that it bore such a relation to the objects and purposes of the contract that the parties could not, even by so agreeing, make it a condition precedent. In other words, where, in its character, it was clearly and emphatically a condition subsequent, they held, in the cases just suggested, that the stipulation of the parties could not change its character.

CONDITION PRECEDENT—NOT NECESSARY TO SHOW  
DAMAGE FROM ITS BREACH.

The vital importance of the giving of notice of an accident within the time fixed in the policy is well pointed out in the language we have just quoted from the case of *Travelers' Insurance Co. vs. Myers, supra*. The condition requiring the giving of immediate notice, which would enable the insurance company to interview the witnesses before they had been tampered with; to photograph the premises; to preserve the evidence, and to successfully defend the action, should be treated as a condition, the breach of which prevents a right of action from attaching and renders nugatory the contract providing for indemnity. The difficulty of showing damage in such cases is apparent to any judge or lawyer. Whether there was any damage, of course, would depend on the result of the case against the assured and on the fact whether the conditions were such that the case could have been successfully defended at the one time as at the other, and a consideration of this question necessarily involves the effect of the presence or the absence of certain testimony or the effect of certain alterations or changes on the result of the trial. This is a matter so difficult to establish that, to require for such a breach a showing of damage is to substitute a fiction or an idle pretense for a right carefully guarded. The jury that tried the case cannot be examined to know whether the absence of certain testimony

affected the result of the case or whether the presence of certain testimony likewise affected it, or whether the verdict of the jury would have been different under some other state of facts. To require a showing of damage under such circumstances is in most cases a mockery and the facts of this case demonstrate this fact in a striking manner.

There was one witness who saw the accident. Some months later it was claimed by defendant in error that he was still available as a witness at the time the suit was brought, although it was conceded that he was not available at the time of trial and that defendant in error spent much money in an effort to find him. It was claimed that he was somewhere about town at the time the notice of the accident was given and the suit was begun, but apparently defendant in error was never able to find him, although during the intervening time he had been in its employ.

Merrill claimed that the top plank on the side of the hopper, being insecurely nailed, split, and that part of it broke off and caused him to fall on the hopper. Long before the notice of the accident was given and long after defendant in error knew of the accident, it caused the hopper to be demolished and enlarged and caused the very plank which Merrill claimed split off and broke with him, to be knocked off and thrown to one side so that its identification was rendered difficult.

At the time the notice was given to plaintiff in error none of the plank that were on the hopper at the time of the accident were still on it, and if Merrill's statement that a plank broke off with him was untrue, as was contended by Comstock in the Merrill case, then when defendant in error knocked off this very plank and threw it to one side, it rendered it difficult to show that Merrill's statement was false. If, on the other hand, as testified to by Merrill, Comstock nailed back on the hopper the part of the plank that broke off, and all the plank was subsequently knocked off of the hopper and thrown under the warehouse, the difficulty of determining whether these conditions prevented a successful defense in the Merrill case is apparent.

It will not do to say in answer to this that the entire hopper and all the planks were destroyed by fire at some subsequent time and before the trial. If notice of the accident had been given before the hopper had been changed, photographs of it could have been taken, witnesses could have examined it and it could have been demonstrated conclusively whether or not the plank did split off.

It is evident that, by failure to give notice and the change in the hopper after knowledge of the accident and before the notice was given, that, whether or not plaintiff in error was damaged, is a mere matter of speculation, subject to no fixed standard and was subject to the mere whim and



caprice of the jury, anxious to find a verdict in favor of the individual and against the insurance company.

Conditions of this character in policies of this kind demand, in common justice and fairness, a strict interpretation and require compliance with them as the basis of any right to indemnity under the policy. If the trial had taken place and there had been a breach of some condition subsequent to the establishment of liability and the payment of it by defendant in error, the question whether the breach of that condition imposed any damage on it, would be the subject of a more accurate determination, but to impose on the insurance company the burden of showing that the trial of the case against the assured was prejudiced by the existence or non-existence, or the presence or absence of certain testimony, affecting the verdict of the jury, is carrying the doctrine which the Court doubtless had in mind to an extreme unwarranted by any rule laid down in any of the cases of which we have knowledge.

Where the condition is a condition precedent, its breach is fatal, without regard to the question of damage resulting from it. The authorities all affirm this proposition.

In the case of *National Surety Co. vs. Long*, 125 F. 887, it is said:

“Moreover, it is not indispensable to the validity or to the enforcement of this plan covenant of the

obligee—this condition precedent to the liability of the defendant under the bond—that the latter should either establish its beneficence or its materiality, or that it should show that it has sustained injury from the failure to fulfill it. Parties to agreements have the right and the power to contract that things immaterial as well as things material shall be the subjects of their warranties, or of conditions precedent to their respective liabilities, and their contracts in the one case are as legal and binding as in the other. The all-sufficient, the conclusive, answer to the suggestion that the subject of the warranty or of the condition precedent is immaterial, and its breach without effect, is that the parties had the right to agree and they have contracted otherwise. The immateriality of a warranty or of a condition precedent made by the agreement of the parties, and the innocuousness of a failure to perform it, do not nullify or mitigate the fatal effect of the failure prescribed by their contract. *Rice vs. Fidelity & Deposit Co.*, 103 Fed. 427, 430, 432, 43 C. C. A. 270, 273, 275; *Indemnity Co. vs. Wood*, 19 C. C. A. 264, 73 Fed. 81, 84; *American Credit Indemnity Co. vs. Carrollton Furniture Mfg. Co.*, 36 C. C. A. 671, 95 Fed. 111, 113; *Jeffries vs. Insurance Co.*, 22 Wall, 47, 54, 22 L. Ed. 833; *Insurance Co. vs. France*, 91 N. S. 510, 512, 23 L. Ed. 401; *Anderson vs. Fitzgerald*, 4 H. L. Cas. 483, 487; *Cazenove vs. Assurance Co.*, 6 C. B. (N. S.) 437, 450, 451, 6 Jur. (N. S.) 826; *Price vs. Insurance Co.*, 17 Minn. 497 (Gil. 473), 10 Am. Rep. 166.”

In the case of *Imperial Fire Ins. Co. vs. County of Coos*, 151 U. S. 542, 38 L. Ed. 231, the question was stated in this way:

“The proposition is that unless such repairs and alterations had the effect of either causing the fire or of increasing the risk at the time it occurred,

then there was no breach of the condition contained in the contract."

The Court said:

"The compliance of the assured with the terms of the contract is a condition precedent to the right of recovery. If the assured has violated, or failed to perform the conditions of the contract, and such violation or want of performance has not been waived by the insurer, then the assured cannot recover. It is immaterial to consider the reason for the conditions or provisions on which the contract is made to terminate, or any other provision of the policy which has been accepted and agreed upon. It is enough that the parties have made certain terms conditions on which their contract shall continue or terminate. The courts may not make a contract for the parties. Their function and duty consists simply in enforcing and carrying out the one actually made."

In this case the Supreme Court, quoting from a Minnesota case, used this language:

"These conditions when plainly expressed in a policy, are binding upon the parties and should be enforced by the courts, if the evidence brings the case clearly within their meaning and intent. It tends to bring the law itself into disrepute when, by astute and subtile distinction, a plain case is attempted to be taken without the operation of a clear, reasonable, and material obligation of the contract."

The case of *Hope Spoke Co. vs. Maryland Cas. Co.*, 143 S. W. 85, also contains a full review of the question, citing many cases and distinguishing those where the conditions were conditions precedent from



those where they were conditions subsequent. It uses this language:

“The following authorities fully sustain the view that a failure to give notice within a specified time in accordance with the terms of the policy, does not operate as a forfeiture of the right to recover, unless the policy in express terms or by necessary implication makes the giving of notice within a time specified, a condition precedent to recovery. *Accident Ins. Co. vs. Fielding*, 35 Colo. 19, 83 Pac. 1013, 9 Am. & Eng. Ann. Cas. 916; *Southern Fire Ins. Co. vs. Knight*, 111 Ga. 622, 36 S. E. 821, 52 L. R. A. 70, 78 Am. St. Rep. 216; *Insurance Co. vs. Downs*, 90 Ky. 236, 13 S. W. 882, 12 Ky. Law. Rep. 115; *Flatley vs. Insurance Co.*, 95 Wis. 618, 70 N. W. 828; *Tubbs vs. Insurance Co.*, 81 Mich. 646; 48 N. W. 296; *Steele vs. German Ins Co.*, 93 Mich. 81, 53 N. W. 514, 18 L. R. A. 85; *Mason vs. Insurance Co.*, 82 Minn. 336, 85 N. W. 13, 83 Am. St. Rep. 433; *Taber vs. Insurance Co.*, 124 Ala. 681, 26 South. 252.”

“Nothing in the opinion of this Court in *Teutonia Ins. Co. vs. Johnson*, 72 Ark. 484, 82 S. W. 840, conflicts with the views we now express, for that decision was based upon the fact that under the terms of the policy the requirement for notice was made a condition precedent to recovery.”

The case just referred to held that the condition then in question was not a condition precedent and that the failure to give notice within the time fixed by the policy did not defeat the action unless damage was shown, but the case clearly stated the proposition that if there had been a provision in the policy making the condition a condition precedent, the decision would have been otherwise.



The following extract, taken from the text of the opinion, indicates the truth of what we say:

“The absence of language indicating an intention to make compliance with that provision a condition of recovery, is noticeable. In most of those cases it appears that there were other clauses in the contract providing that the stipulation for giving notice should be deemed a condition precedent.”

In the case of *Jeffries vs. Economical Mut. Life Ins. Co.*, 22 Wall. 47, 22 Law Ed. 853, certain statements and declarations were made and it was claimed that they were not material and therefore did not operate to defeat the liability. In this case the Court said:

“The statements need not come up to the degree of warranties. They need not be representations even, if this term conveys an idea of an affirmation having any technical character. ‘Statements and declarations’ is the expression—what the applicant states and what the applicant declares. Nothing can be more simple. If he makes any statement in the application it must be true. If he makes any declaration in the application it must be true. A faithful performance of this agreement is made an express condition to the existence of a liability on the part of the company.

“There is no place for the argument either that the false statement was not material to the risk, or that it was a positive advantage to the company to be deceived by it.

“It is the distinct agreement of the parties, that the company shall not be deceived as to its injury or as to its benefit. The right of an individual or

a corporation to make an unwise bargain is as complete as that to make a wise bargain."

In the policy in question here, the condition under consideration was one of the special agreements and warranties and it was provided that "the special agreements and warranties herein contained shall be construed as conditions precedent to the payment of any loss under this policy."

There is a class of cases holding that where the performance of the condition is required before the maintenance of an action, unless the policy contains a provision making the performance of the condition a condition precedent or declaring a forfeiture for a failure to comply therewith, a compliance before the bringing of the action will be deemed a sufficient compliance so as to prevent a forfeiture, in which case the question is one of the damage sustained by a breach of the condition.

The cases just referred to, however, are wholly different from the case at bar and have no application to it on account of the character of the provision in question. Typical among these cases is *Southern Fire Ins. Co. vs. Knight*, 113 Ga. 622, 52 L. R. A. 70. In these cases, however, it is conceded that if there is an express provision making the condition a condition precedent to the maintenance of an action on the policy, the breach is fatal.

It will be observed that most of these cases are cases in which the condition was to be performed after the loss had occurred. In this case the condition was to be performed before the loss by the assured occurred.

In the case of *Parmelee vs. Aetna Life Ins. Co.*, 166 Fed. 741, there was a provision requiring the assured to give notice if a suit was brought and to forward every summons or process as soon as it should be received. There was a failure to do this and default was entered against the assured, whereupon the insurance company disclaimed any responsibility for want of notice. It appeared that the return on the summons was false and it was contended that it was therefore no summons and that the failure to send it to the insurance company was not a breach of the condition. The Court held that the insurance company might show that the summons was not in fact a summons and held that it was liable. None of the conditions of the policy are set out except the one with reference to the sending of the summons or other process. It does not appear whether there were any conditions in the policy making the performance of the condition a condition precedent, or whether there were any conditions in the policy making a failure to perform it operate as a forfeiture of the right of action.

The Court, in this case, without apparently having given any consideration to the question, or possibly deeming it a condition subsequent, said:



“In contracts of this kind, to escape liability, the insurer must show that the breach is something more than a mere technical departure from the letter of the bond—that it is a departure that results in substantial prejudice and injury to its position in the matter.”

Citing *Rumford Falls P. Co. vs. Fid. & Cas. Co.*, 92 Me. 574, 43 Atl. 503; *Ward vs. Maryland Cas. Co.*, 71 N. H. 262, 51 Atl. 900.

The language used by the Court, to which we refer, was not necessary to the decision of the Court, for it had already been held that the assured could show that the summons was not in fact a summons. In addition, it does not appear that the sending of the summons was made a condition precedent and if it was not, in the absence of a provision making a failure to send it operate as a forfeiture, it would be a question of damage. The language of the Court, “contracts of this kind,” we presume had reference to the particular character of the contract in question.

The case of *Rumford Falls P. Co. vs. Fid. & Cas. Co.*, *supra*, cited by the Court, did not involve, in any degree, this question. The sole question was whether certain misconduct on the part of the assured and its attorneys, constituted a breach of the condition requiring them to render reasonable aid, and prohibiting them from interfering with the case. It was claimed that the superintendent of the assured said in the presence of the justice and several of the jurors trying the case:



"This is the Fidelity & Casualty; they insure us, and they are the ones who are responsible. We wouldn't defend this case."

The Court held that this was not a breach of the condition requiring them to render reasonable aid and that in any event the assured could not be affected by such an unauthorized and unexecuted suggestion by the superintendent. The Court disposed of the matter by saying that the facts failed to show any want of good faith on the part of the assured or any omission to perform the obligations imposed upon it by the terms of the policy.

How this case can be authority for the decision in the Parmelee case we do not see.

In the case of *Ward vs. Maryland Casualty Co.*, *supra*, cited by the Court, it is held that the failure to send the summons immediately, did not forfeit the rights of the assured, because there was no provision in the policy making such failure a forfeiture, but the question whether it was necessary to show damage in such a case was not before the Court and was not discussed by it.

In the *Ward* case there were provisions in the policy making certain conditions precedent, but the sending of the summons and complaint was not among these conditions. It was provided, however, in the policy as a condition precedent, that the assured should aid in securing information affecting settlements, etc. It was claimed that the

assured failed to send a copy of the summons or process and that this operated to defeat the action. The Court disposed of the contention in these words:

“To the defendants’ claim that their liability under the policy was ended by plaintiffs’ failure to forward to the defendants’ counsel the summons or paper served upon the plaintiffs in the *O’Connell* action immediately after service, in compliance with the counsel’s request, it is a sufficient answer that there is no provision in the policy making such failure a cause of forfeiture of the plaintiffs’ rights. Such failure would be competent evidence on the question whether the plaintiffs reasonably aided the defendants in securing information concerning the accident. Its weight would depend upon circumstances and must be determined by the tribunal charged with the duty of deciding questions of fact.”

We cannot see how this case has any bearing on the question whether, on a breach of a condition precedent, it is necessary to show that some damage resulted. Evidently the *Parmelee* case followed this case on the question of the construction to be put on the provision with reference to the sending of the summons or process to the insurance company, and it is fair to presume from the report of the *Parmelee* case, that the policy was similar to the one involved in the *Ward* case, in that it contained no provision making the sending of the summons a condition precedent, or a failure to send it operate as a forfeiture. In each case the condition was treated as a condition subsequent.

These cases are referred to by us because much stress was laid on them in the former hearing of

this case before this Court on the question of the construction of the provisions requiring notice within ten days and incidentally the question involved here was referred to by defendant in error as being decided in these cases.

We may say, in leaving this question, that the provisions of the policy in the case at bar clearly indicate that among the rights and benefits sought to be reserved to the plaintiff in error, by prompt notice of the accident, was the right to compromise and settle the claim before it had passed into the hands of attorneys and before any action had been brought. This, as all men know, is one of the important rights affecting insurance of this character. The failure to give notice until the suit was brought in this case, after a long period of time in which defendant in error undoubtedly knew of the accident, should, of itself, be treated as being conclusive evidence of damage, because it undoubtedly deprived plaintiff in error of an opportunity to settle the claim before suit was brought. The impracticability of showing that the claim would or would not have been settled even if plaintiff in error had had the opportunity, indicates that inquiry on this subject should halt at this question.

#### SIXTEENTH ASSIGNMENT.

This assignment has reference to the instruction given by the Court to the jury that they should



receive the evidence of the oral admissions and declarations with *great caution*.

When it became necessary for Merrill to go to the hospital for the operation on account of the injury to his kidney, he telephoned to Comstock, the foreman, who came to his house and assisted in removing him to the hospital. While at the house Comstock said to Mrs. Merrill that he was sorry Merrill was hurt and that they would see to the payment of his wages. He also made a statement of a similar character to Mrs. Tute, one of the neighbors who was present, and afterwards, at the hospital, he told Merrill that the company did not want any suit about the matter and that they would pay his wages.

It was admitted that the question of the payment of Merrill's wages was discussed between Comstock and one of the officers of the company and that these wages were subsequently paid for some time.

Comstock testified in the case that he did not know that Merrill had met with an injury and that when he saw him at the house and hospital nothing was said about his having been injured and that he did not previously know and did not find out then, that Merrill had met with an accident resulting in his condition.

The declarations and conversations were offered in evidence for the purpose of proving that Com-



stock did know of the accident and injuries resulting therefrom. The Court instructed the jury that these particular declarations should be received by them with great caution and in the course of his instruction on the subject, stated to them that one of counsel (alluding to counsel for defendant in error), had given some reasons for this and he would give others. These declarations and admissions and conversations constituted the evidence chiefly relied on by plaintiff in error to show knowledge on Comstock's part. In fact, it was difficult, under the circumstances, to show knowledge in any other way, although it was also shown by the statement of Merrill that Comstock knew of the accident at the time it happened. The instruction of the Court practically obliterated the testimony as to the declarations and conversations and took it from the jury. The declarations were strongly corroborated by circumstances and they were highly probable in character.

We concede the right of a judge of a United States court to comment on the credibility of a witness and the weight of the evidence, if this comment be of such a character that it does not control the jury but leaves the matter for their determination in accordance with their own judgment, discretion and experience.

It may be true that human experience has shown that, in determining the weight of evidence of different kinds, it has been found that the recital

after a long lapse of time, of conversations and declarations, is less liable to be correct than is the recital by the witness of facts coming under his observation, which, being seen instead of being merely heard, more powerfully impress themselves upon his memory.

We believe that this idea might be suggested by the Court to a jury in general terms, with the statement that it was for the jury to determine from the nature of the declarations and admissions, and from the absence or the presence of corroborative circumstances, whether they would give to the particular evidence under consideration, credit and belief, or whether they would receive it with caution.

We take it that in dealing with *specific* evidence of admissions and declarations in any case, whether that evidence is to be received with caution depends on whether it is corroborated; whether it is probable; whether it is consistent with the other facts in the case. If this be true, when a judge, instructing the jury with reference to such evidence, directs them to receive *it* with great caution, he practically decides that it is not corroborated by other evidence; that it is not probable, or that it is not consistent, and thus he takes away from the jury the right to decide this most important question.

The rule on this subject is aptly stated in the

case of *Vicksburg and Meridian R. R. Co. vs. Putnam*, 118 U. S. 545, 30 Law. Ed. 257, as follows:

“In the courts of the United States, as in those of England, from which our practice was derived, the judge, in submitting a case to the jury, may at his discretion, whenever he thinks it necessary to assist them in arriving at a just conclusion, comment upon the evidence, call their attention to parts of it which he thinks important, and express his opinion upon the facts; and the expression of such an opinion, when no rule of law is incorrectly stated, and all matters of fact are ultimately submitted to the determination of the jury, cannot be reviewed on writ of error.”

We contend that this direction by the Court forced the jury to view this evidence with suspicion and receive it with caution, although it may in their opinion have been so strongly corroborated by other evidence and collateral circumstances as to possess great weight. In our opinion the expression by the Court took the form of a statement of law which was controlling on the jury.

In the case of *Games et al. vs. Stiles, ex dem. Dunn*, 14 Peters 322, 10th Law Ed. 47, the Court said:

“The principle is well established that a court may give their opinion on the evidence to the jury, being careful to distinguish between matters of law and matters of opinion in regard to the facts. When a matter of law is given by the Court to the jury it should be conceded as conclusive, but a mere matter of opinion as to the facts will only have such influence on them as they think it is entitled to.”

We believe that the instruction violated this rule and that it deprived the jury of the right to determine for themselves whether the admissions and declarations in evidence in this case were of such a character as to bring them within the operation of the rule, if there is such a rule, that oral declarations should be received with great caution.

As a matter of fact the only denial of these declarations and admissions was the denial of an interested witness and he was opposed by three disinterested witnesses, one of whom had never had any connection whatever with the controversy.

After delivering this instruction, which was directed at some of the most important testimony of plaintiff in error, the Court proceeded to say that the argument of one of the attorneys of defendant in error showed why this was true and then added reasons of his own. This, in effect, approved of the argument of the attorney of defendant in error and gave to it the sanction of the Court and of necessity it operated as a disapproval of the argument of the attorney of plaintiff in error on this subject and indicated that the court did not sanction it. We think this was error and that it was harmful and reversible error.

In the case of *Phoenix Ins. Co. vs. Gray*, 38 S. E. 992, the question of the legal effect of such an instruction as the one involved in this case, is discussed very fully by the Supreme Court of Georgia.



In Georgia there is a provision in the statute which authorizes the Court to instruct the jury to the effect that admissions of parties should be scanned with care. An instruction was asked incorporating this idea, but it proceeded to say that when admissions were satisfactorily proved they constituted a ground of belief upon which the mind reposes with strong confidence.

It was claimed that this instruction should have been given, but the Court held that while the first part of it was in accordance with the statute, the latter part was not justified because, while it may have correctly stated a rule, it amounted, in effect, to the statement of a rule of law which controlled the decision of the jury.

In speaking of this question the Court said:

“Another proposition which it contains is that, when an admission has been deliberately made, and it has been satisfactorily shown that the precise admission sought to be introduced was made by the party, then that admission is usually received as satisfactory proof of the fact to which the admission relates. Undoubtedly this must be the conclusion which any reasonable mind would reach when it seeks to arrive at the proper determination of a fact through the medium of evidence. While this is true, yet, if the jury considering the evidence should be so instructed, there is no escape from the conclusion not only that the jury are told one kind of evidence should, in their deliberation, be given more weight than another, but they are also told that proof of an admission, after having been cautiously scanned, is proof of the fact ad-

mitted \* \* \* \* It may be sound philosophy, founded upon human experience and a knowledge of human character, that an admission made voluntarily by a party against his own interest constitutes very strong evidence of the fact admitted. It is often the case that learned writers of law books, and even courts, in the discussion of principles involving the weight of testimony and the credibility of witnesses, advance ideas, sound in themselves, which are not intended to be declared as positive law, but as a safe rule to guide mankind generally in reaching conclusions upon stated facts; but it does not follow from this that, however sound the philosophy of such rules may be, a court should adopt them as positive law, apply them to a particular case, and give them as rules by which the jury should be governed in their deliberations. \* \* \* In some instances no doubt the admissions of a party against his interest are entitled to great weight, but what weight should be given them would depend largely upon the circumstances under which they were made. As to the effect of such circumstances upon the weight of the testimony, the jury alone should judge."

In the case of *Mercer vs. State*, 17 Ga. 169, an instruction of this kind was sustained, but the decision was upheld largely on account of the fact that the trial judge also told the jury "that they must weigh them as any other testimony."

As we have stated, nothing was said by the trial judge in this case indicating that he was merely stating a rule which men ordinarily apply in the determination of the value of evidence, and that he was not stating a proposition of law which was controlling on them. Undoubtedly the trial judge

crossed over the border and undertook to declare to the jury, in the form of an instruction as to the law of the case, a rule which is not a rule of law and whose correctness when applied to any particular case, depends on facts of which the jury should be the judges, and as to which no suggestions were made by the Court in his instruction.

The evidence in this case was conclusive on the question whether defendant in error knew of the accident to Merrill. It was conceded by defendant in error, during the trial, that Merrill met with no accident in the month of June, and Merrill testified that he fell and hurt himself only once (Tr. of R., p. 132), and it was alleged in the complaint and amended complaint in this action that he sustained certain injuries as a result of the accident, for which defendant in error was compelled to pay the sum of money for which this action is brought. Comstock fixed the time of the accident in June, while Merrill fixed it in July. The dispute as to the time is unimportant. Comstock had testified that Merrill told him in June that he had fallen and hurt his side and he also testified as follows:

“At the time the summons and complaint were served and I had the talk with Mr. Moore, I spoke to him about Merrill having fallen in June, I mentioned that in connection with the summons and complaint because I knew that that was the time he fell on his side and broke the plank off the hopper.



"That was the time he fell on his side, but the plank was not broken off the hopper. I swore in Merrill's case that the plank had never broken off the hopper and that was the point in issue in that case."

In October, 1909, defendant in error addressed a letter to the agent of plaintiff in error in which it said:

"In July of this year one I. B. Merrill was hurt while stepping from the platform of the hopper to a car on our side track and not until a few days ago did we have any idea that there would be a suit in consequence."

Merrill testified that Comstock knew of the accident at the time it happened and that he discussed it with him and that, during the absence of Comstock, while Bass was acting as foreman, he discussed the matter with Bass, who said the hopper ought to have been fixed. (Tr. of R., pp. 77, 79, 61.)

Stevens had testified that he looked to Comstock, who had supervision of the men, to notify him of accidents to them, and that he also looked to Bass, when he was acting as foreman, to report such occurrences. (Tr. of R., 68-72.)

The testimony clearly shows that Comstock knew of the accident at the time it happened and that when the suit was brought he knew that it was brought on account of the accident of which he had previous knowledge.

Merrill's testimony that he informed Bass of the



accident and all the details of it at some time in July or August, was uncontradicted, as was the fact, that at that time Mr. Moore was acting as foreman in Comstock's place.

The letter of defendant in error, an extract of which is set out above, shows conclusively that defendant in error knew of the accident and did not report it because they thought that the payment of the wages, as agreed upon by Comstock and Merrill at the hospital, would end the matter and that there would be no suit on account of the accident.

Under these circumstances we believe that a verdict in favor of plaintiff in error should have been directed by the court and the motion of plaintiff in error should have been granted.

In addition to this, the testimony introduced by defendant in error and that extracted from its witnesses on cross-examination, showed that the hopper, on one plank of which Merrill claimed to have fallen and which plank he claimed broke off with him, had been entirely changed, and that all the planks had been knocked off and new posts put in, all of which was done in July or August, after the accident and more than thirty days prior to the commencement of the action and the giving of the notice.

The testimony also showed that at the trial of the Merrill case the chief question was whether the plank had broken off and whether Merrill had

fallen on it, but inasmuch as this plank had previously been knocked off, either by Merrill or defendant in error itself, it was impossible to definitely determine whether the plank had broken with Merrill. Defendant in error claimed that it had not; that it was intact at the time it changed the hopper and had it knocked off. Of course the hopper was destroyed by fire during the pendency of the Merrill case. If, as contended by defendant in error, the plank was on the hopper intact after the accident, it would have been very easy, upon notice being given to the insurance company, for it to have preserved such testimony on the subject as could not have been overcome.

We believe that the facts and circumstances in this case indicate that if defendant in error had not made the change in the hopper which, in effect, removed and knocked off from it the very plank which Merrill claimed broke off with him, Merrill would never have brought an action based upon this claim. The action of defendant in error in changing the hopper and knocking off the plank on the sides of it, invited the action which Merrill subsequently brought and this act on the part of defendant in error rendered it impracticable to successfully contest before a jury, the question whether the plank did break by reason of its being insecurely nailed.

We think that the question whether plaintiff in error was damaged by the failure to give the no-

tice was not in the case and a new trial should be granted for this reason, but the Court saw fit to submit both issues to the jury and, as we have already pointed out, it erred in submitting either issue.

The case should be reversed.

Respectfully submitted,

R. S. HOLT,  
U. E. HARMON,  
Attorneys for Plaintiff in Error.

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United States Circuit Court  
of Appeals

For the Ninth District

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THE FRANKFORT MARINE, ACCI-  
DENT & PLATE GLASS IN-  
SURANCE COMPANY,

*Plaintiff in Error,*

vs.

JOHN B. STEVENS & COMPANY,

*Defendant in Error.*

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BRIEF OF DEFENDANT IN ERROR.

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L. B. da PONTE,

J. W. QUICK,

*Attorneys for Defendant in Error.*

Tacoma, Washington.

FILED

SEP 11 1914

U. S. DISTRICT COURT





# United States Circuit Court of Appeals

For the Ninth District

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THE FRANKFORT MARINE, ACCI-  
DENT & PLATE GLASS IN-  
SURANCE COMPANY,

*Plaintiff in Error,*

vs.

JOHN B. STEVENS & COMPANY,

*Defendant in Error.*

## BRIEF OF DEFENDANT IN ERROR.

This case has been before this Court on a former occasion, at which time, on a writ of error sued out by the present defendant in error from a judgment of the District Court denying in part

the relief prayed for, and on a writ sued out by the present plaintiff in error from the judgment awarding a part of the relief asked, this Court rendered a decision sustaining the contentions of the present defendant in error in every particular, and overruling the insurance company's every contention. (*John B. Stevens & Co. vs. Frankfort, etc. Ins. Co.*, 207 Fed. 757.)

The former decision of this Court declared the law of the case, and it was retried accordingly, resulting in a verdict of the jury in favor of defendant in error, the insured, for the full amount claimed.

The former decision is seemingly of so little importance that it has altogether escaped the notice of learned counsel, who have reargued the propositions of law already determined against him just as if they were a matter of first impression.

It was held, in substance, on the former appeal, that the provision in a policy of indemnity insurance requiring immediate notice of an accident to the insured's employees, is to be given a reasonable, not a literal construction, and means notice within a reasonable time under all the circumstances. So that, where it appeared that the insured did not know of the accident at the time it happened, and gave notice to the insurance company immediately, or within a reasonable time after learning thereof, the requirement of "immediate

notice” was complied with. And upon the question of reasonable time for giving notice, and having in view the purpose of the requirement, viz., in order that the insurance company might investigate the circumstances of the accident to the best advantage with a view of settling or litigating the claim, a notice given in such time as to fulfill these requirements, would be considered as having been given within a reasonable time, “under all the circumstances and conditions.”

These principles were definitely settled on the former appeal, and became the law of this case in accordance with which it became the duty, not only of the Court, but of counsel as well, to respect in the conduct of the further proceedings to be had in the case.

*City of Seattle vs. N. P. R. Co.*, 63 W. 129.

*Oldfield vs. Angeles*, 77 W. 158.

Notwithstanding, counsel for plaintiff in error has completely ignored the former decision, so that in a brief of 90 pages the Court is not even advised of its existence. That counsel should find it expedient to cite scores of other cases, while ignoring the decision of this Court in the case at bar, conclusively proves that there is no merit in the present appeal.

The case was retried upon the same pleadings, presenting the same issues, as were involved in the first appeal.



The record in the former case shows that the insured offered to prove that one I. B. Merrill, while in its employ, met with an accident on or about July 18th, 1909, but continued at work until the 28th day of July, 1909, at which time he left the employ of Stevens & Co., and went to the hospital. Subsequently, and on or about October 19th, 1909, a letter was received from Fitch & Jacobs, Merrill's attorneys, making a claim that Merrill had been injured in an accident due to insured's negligence, and making a claim on account thereof. This was the first knowledge the insured had that Merrill had or claimed to have met with an accident while in its employ, and the notice thereof was given the insurer the same day. Notwithstanding that the insurance company had pleaded and assumed the burden of proving that it was prejudiced in the matter of the defense of the Merrill suit by the failure to have notice sooner, the insured offered to prove that the witnesses to the accident were all present in court at the trial of the Merrill case, except one Busard, who had left, but was present when notice was given on or about October 19th, 1909. We further offered to prove that the structure claimed to have occasioned the accident had been preserved, and that the very plank alleged to have broken, had been recovered, but that the entire plant of the insured, together with the hopper claimed to have occasioned the

accident, had been entirely destroyed by fire before the Merrill case was or could have been tried, so that in no possible aspect of the case could the insurance company have been prejudiced by the slight alterations alleged to have been made in the hopper after the accident, *but before insured knew thereof*, or that Merrill claimed to have been injured thereby.

This is the substance of what we offered to prove on the first trial, and which was held insufficient by the District Court to satisfy the requirement in the policy of "immediate notice," or notice, at the latest within ten days after the accident occurred.

But this view was not sustained by this Court, it being held that under the pleadings and offers of proof, the requirement of immediate notice had been satisfied, and upon proof of those facts, plaintiff would be entitled to recover.

*John B. Stevens & Co. vs. Frankfort, etc.  
Ins. Co., 207 Fed. 757.*

This decision being the law of the case, it follows, as of course, that the only question now open for review is, Does the evidence sustain the allegations of the complaint and make good the offers to prove held sufficient on the former appeal?

This question is not even touched upon by plaintiff in error, and it therefore remains for us

to point out the facts established by the jury's verdict in response to abundant and convincing testimony on the second trial, which more than make good the allegations of the complaint and offers to prove the facts determined by this Court sufficient to entitle the insured to recover.

(1) THE EVIDENCE FULLY ESTABLISHED THAT DEFENDANT IN ERROR HAD NO KNOWLEDGE OF THE ACCIDENT TO I. B. MERRILL UNTIL THE LETTER FROM FITCH & JACOBS, DATED OCT. 19TH, 1909, WAS RECEIVED, AND NOTICE THEREOF WAS GIVEN THE PLAINTIFF IN ERROR ON THE SAME DAY.

W. H. Moore, the secretary of the insured company, testified that he "first learned of the injury to I. B. Merrill when I received a letter from Fitch & Jacobs, in the following language:

"Tacoma, Wash., Oct. 19th, 1909.

John B. Stevens & Co.,

Tacoma, Wash.

Gentlemen:

We represent Mr. I. B. Merrill who was injured on or about July 19th at your feed mill and warehouse while in your employ and through your negligence. If you desire to take this matter up with us before action is brought, please do so on or before the 23rd of this month.

Yours truly,  
Fitch & Jacobs."

Immediately on receipt of this letter he notified W. H. Opie & Co., the agents of the insurance com-

pany, and by them was referred to Hudson & Holt, and by Mr. Holt to W. C. Ramm, the adjuster, and on Nov. 2nd received a letter from Ramm acknowledging receipt of report of accident and copy of summons and complaint, stating that the matter had been referred to the home office.

On Nov. 12th defendant in error received a letter from Mr. Ramm, advising that the company "deny any and all liability on account of the accident," etc. (Rec., 53-54.)

John B. Stevens, president and manager of defendant in error, testified:

"I first heard that Merrill received an accident while in our employ when the letter came from Fitch & Jacobs. \* \* \* The last time I saw Merrill was on the 11th St. bridge, just about half way across the bridge and I stopped him because I thought it was strange for him to be going to town that time of morning, and I inquired of him and he told me, 'I am sick,' he says, 'there is something the matter with me and I am going up to the doctor to find out.' \* \* \* I said to him, well go up and find out what is the matter with you. \* \* \* That is the last I saw of him. He made no statement indicating that he had been injured. \* \* \* It must have been the date he left our employ. It was about the 28th day of July, 1909."

(Rec., 64-65.)

H. C. Comstock, the foreman, testified:

"The first I ever knew of an accident on the 18th or 19th of July was when we got the complaint in this suit. I first heard that Merrill claimed that a plank on the hopper had broken and caused him to fall when I read it in the complaint."



The sub-foreman, Bass, was dead at the time of the trial, but in the trial of the Merrill case he testified for defendant in error.

Plaintiff in error does not claim that any others connected with defendant in error had knowledge of the accident, or that such knowledge would be effectual to impute knowledge to the corporation.

To refute this abundant and convincing testimony, corroborated and confirmed, as we shall presently show, by all of the attendant circumstances and the inherent probabilities, plaintiff in error offered only the injured party, I. B. Merrill. It thus became solely a question of the credibility of the witnesses and the weight to be given their testimony, matters solely within the province of the jury, as the ultimate judge. It was for the jury to say who was telling the truth. The man Merrill was a wretched and abject specimen, whose uncorroborated testimony would be rejected by any one possessing the slightest judgment of human nature. But Merrill was not only uncorroborated as to all essential facts, he was flatly contradicted by Stevens, Moore, Comstock, Comstock's mother and wife.

Both Merrill and his wife testified positively that the accident occurred on July 18th or 19th. They did not fix the date as between these two days, but were positive that it was one or the other. (Rec., 80 and 84.) Merrill testified to conversations concerning the accident with Comstock immediately after it happened, saying that

Comstock asked if he was able to work the rest of the day, etc. (Rec., 76-77.) But Comstock testified that he went to Seattle on July 16th, being Tacoma day at the fair, and from there went to Everett, being absent from Tacoma for two weeks from July 16th, and therefore the conversation with Merrill could not have occurred. In this he was corroborated by Stevens (page 66); Mrs. Comstock, who was with him on his vacation (page 99), and by Mrs. S. P. Comstock, his mother, who was also with him (page 100.) These witnesses fixed the date by the circumstance that July 16th was Tacoma day at the Seattle fair. That fact was conceded. (Page 107.) This proof, therefore, was most reliable and convincing. *The jury must inevitably have found that Merrill's testimony was untrue in this most important particular.*

It was our contention that if in fact Merrill received his accident at the plaintiff's warehouse he did not attribute it to the fall until long afterwards, and not until his attention was directed to it by Dr. Read, his physician. Stevens testified that when he met Merrill on the bridge on July 28th, the latter told him he was sick and was going to the doctor to find out what was the matter with him. Dr. Read, who was sworn by plaintiff in error, testifies positively that Merrill did not attribute his trouble to an accident, and it was only when the history of the ailment was brought out by Dr. Read's questions that the accident Merrill claimed to have sustained was mentioned in connection with his ill-

ness. (Read, 92-93.) The fact that Merrill remained at work for twelve days after the accident strongly corroborates plaintiff's contention that they did not know Merrill claimed to have received a serious injury at the warehouse until the letter was received from Fitch & Jacobs.

As tending to prove that plaintiff knew of the accident the fact is cited that Merrill's wages were paid for a time. But in this respect Merrill received the same treatment that had been accorded to others in like case, nor did Mrs. Merrill, who came for the wages, ever claim that her husband's illness was due to an accident. (Rec., 63.)

Some confusion as to the date of the accident was due to the fact that Comstock testified that Merrill had told him long previous to July 18th, that he had fallen and hurt his side. But in Merrill's complaint he alleged that the accident occurred on July 19th, and the date is so given in the letter from Fitch & Jacobs. On this issue Merrill was recalled by Mr. Holt and it was proven that he was not hurt in June, had no conversation with Comstock in June, and defendant in error conceded that he was not hurt in June. (Rec., 132.) So also, *in the answer it is alleged that Merrill was hurt on or before July 19th.* Merrill says he was hurt but once. (Rec., 132.) So that we are agreed that the accident happened July 18th or 19th, at which time the alleged conversation with Comstock could not have occurred, as Comstock was in Seattle or Everett.

In this state of the record the court submitted the case to the jury by the following instruction:

“The court instructs the jury that the requirement of immediate notice in the policy is not to be taken literally and as requiring notice under any and all circumstances immediately upon the happening of an accident under penalty of forfeiting all rights under the policy of insurance. The term must be given a reasonable and practicable construction and should not be construed so as to require an impossibility.

The court has already defined to you what that would be. Immediately means with reasonable promptness, having in view all of the circumstances of the case but not to exceed ten days after the company did have knowledge of it.

Therefore, if the jury believe from the evidence that plaintiff, though fully performing its duty as will be explained to you, had no knowledge of said accident at the time it occurred and that it gave notice thereof immediately, and without unreasonable delay after learning of the same, and that, at that time, the witnesses to the accident were still in the plaintiff's employ and could have been interviewed by the defendant's representatives and statements taken, and the defendant by then investigating could have learned of the material facts relating to the alleged accident, then, and in that case, the court instructs you that the notice was timely, and defendant could not avoid liability on the policy upon the plea that notice of the accident was not given within the time provided for in the policy.” (Rec., 152-153.)

This instruction appears to be in exact accord with the decision on the former appeal, following



*Empire State Surety Co. vs. Northwest Lumber Co.*,  
121 C. C. A. 527, 203 Fed. 417.

(2) THE EVIDENCE PROVES BEYOND DOUBT THAT PLAINTIFF IN ERROR WAS IN NO WAY PREJUDICED BY NOT RECEIVING NOTICE SOONER.

Plaintiff in error argues that the question of predudice is not material. But we take it to be settled that the mater of prejudice is most material in determining the principal question of fact, viz., Was the notice given within a reasonable time under all the circumstances? Certainly notice given within such time as to enable the insurance company to protect itself as fully and to the same extent as if given "immediately," within the literal meaning of the word, must be considered as having been given "within a reasonable time under the circumstances," which is the legal meaning of the word "immediately," as used in these policies.

*John B. Stevens & Co. vs. Frankfort etc. Ins.  
Co. supra.*

*Empire etc. Sur. Co. vs. Northwest Lbr. Co.,  
supra.*

This view was in harmony with the defendant's theory of the case until after the verdict had settled the issue against it. It is now pretended that the issue was immaterial and its submission prejudicial.

But if the submission of this issue to the jury, following the admission of testimony concerning the same, be error, it was invited error, of which plaintiff in error is now estopped to complain.

The complaint did not refer to the matter of prejudice on account of the delay in giving notice, simply alleging that the terms of the policy were complied with.

But the answer, for the first time, specifically and by way of a distinct defense alleges that owing to the delay in giving notice the witnesses became scattered, the evidence lost, alterations were made in the structure concerned in the accident, etc., so that it was no longer possible to defend the Merrill case.

This is denied by the reply, it being stated that all witnesses were present at the trial of the Merrill case, except one, who, however, was available when notice was given. It is alleged that an immaterial alteration was made in the structure, but was so made before plaintiff knew of the accident, or that the structure had occasioned the same; and further, in any event, the entire plant was destroyed by fire before the Merrill case was or could have been tried.

It will be seen therefore, that the matter of prejudice from the delay was brought into the case by the defendant's own counsel.

That a party is estopped from complaining of the submission to the jury of issues made by his own pleadings is not doubted.

*3 Cyc. 244.*

Neither did plaintiff go into this question in its case in chief. The matter was not referred to until Mr. Holt, in his cross examination of Comstock, went fully into the question in an endeavor to show

prejudice by the delay, by the alteration of the hopper and by the absence of the witness Busard. (Rec., 109-110.)

So that he is estopped, not only by his own pleadings, but by his conduct of the trial from complaining of the submission of this issue.

“Relating to Evidence. Introduced by Complaining Party. An appellate court will not permit an appellant or plaintiff in error to assign as error the admission of evidence which he, himself, introduced, or which he, himself, elicited by cross examination of his adversary’s witnesses in the trial of the cause in the court below.”

*3 Cyc. 244-245.*

So that we have here a typical case of “invited error,” not only by the pleadings but by eliciting the proof, the admission of which is assigned as error.

Counsel fully realizes the predicament in which he now finds himself, as is shown by the excuse he offers for having so cross-examined Comstock, saying that it was solely for the purpose of discrediting his testimony, or by way of impeachment. But not being versed in the mysteries of Telepathy, and counsel not having made known at the time the limitations under which he sought to elicit this testimony, we were justified in supposing that it was offered in the usual way for the purpose of proving the issue tendered in his own pleadings.

Upon the question of fact, the proof was undisputed that no prejudice resulted on account of the delay in giving notice of the accident.

That all witnesses were present. (See Record, 106.)

That Busard was still working for defendant in error when notice was given. (See Record, 108.)

That the very plank Merrill claimed to have broken was found by Comstock shortly after suit was brought. (See Record, 105.)

This whole question of prejudice is only an after-thought. It was not referred to in the letter from the company dishonestly rejudiating its contract.

When Ramm, the adjuster, came to Tacoma after considerable delay, in response to the notice of the accident, he confined his attention to endeavoring to lay a foundation for "welching" on the policy, as he did not seek to see or interview a single witness or to make any inquiry into the circumstances of the accident, nor is it even pretended that he did.

We submit, therefore, that on the controlling questions in the case the record is perfectly clear and free of error.

Some assignments of minor and unimportant errors alleged to have occurred, are urged. We will briefly notice these.

It is complained that the Court erred in placing certain limitations on an alleged conversation between Comstock, the foreman, and Merrill at the latter's house.

The circumstances are these. That Comstock, at Merrill's request, went to see him. Comstock testified that in so doing he went of his own volition, without the knowledge or consent of his employer. In fact, he was simply paying a friendly visit. (Rec.,



103.) Merrill claimed that Comstock promised to pay his doctors' bills and his wages, and hoped that no suit would be brought against the company. All of this is denied by Comstock. These conversations first brought in by the testimony of Mrs. Merrill and Mrs. Tute. When first offered in connection with Mrs. Tute's testimony the following occurred:

"By Mr. Holt. State to the jury, Mrs. Tute, what it was he (Comstock) said to you on that subject?

Mr. da Ponte. That is objected to as irrelevant, immaterial and incompetent.

The Court. *Under what rule do you claim it is admissible, Mr. Holt?*

Mr. Holt. It is a declaration of Mr. Comstock showing that he knew at that time.

Objection overruled."

Thereupon Mrs. Tute testified:

"I said to Mr. Comstock, 'I feel sorry for Mrs. Merrill because they have been in such poor circumstances, and he said to me, You tell Mrs. Merrill not to worry, that Mr. Merrill's wages will continue the same as if he was working, and that he had just as much right to his wages as some others that had been in the factory, that got their wages all the time.'" (Rec., 94-95.)

Similar testimony was given by Mrs. Merrill, to which objection was also made. (Rec., 83-84.)

In view of the admitted fact that Comstock was not acting in the course of his employment nor within the scope of his authority at this time, it is too clear that any knowledge acquired at the house or hospital is not imputable to the principal. I understand the rule to be elementary that the

doctrine of imputed knowledge or notice only extends to what the agent learns in and about the prosecution of the duties of his employment. Cyc. thus states the rule:

“Notice to Agent as affecting Principal. The duty of an agent to inform his principal of all material facts is a duty which the law conclusively presumes the agent has performed, and a principal therefore is affected with knowledge of all material facts of which the agent receives notice or acquires knowledge while acting in the course of his employment and within the scope of his authority, although the agent does not in fact inform the principal thereof. Conversely a principal is not affected with knowledge which the agent acquires while not acting in the course of his employment, or which relates to matters not within the scope of his authority, unless the agent actually communicates his information to the principal.”

31 Cyc. 1587-1590.

*American Surety Co. vs. Pauly*, 170 U. S. 133.

The Court admitted the evidence as a circumstance tending to prove that Comstock knew of the accident *when it happened*, which was as favorable a ruling as plaintiff in error was entitled to.

Moreover, *this was the only purpose for which it was offered*, as stated by Mr. Holt in answer to the Court's inquiry as to the theory on which he claimed it was admissible.

Counsel next complains that the court's instruction as to receiving with caution the alleged conversations between Comstock and Mrs. Tute, Mrs.

Merrill and Merrill invade the province of the jury. That the Court was clearly within its province in so doing is well settled. In addition to the cases cited by plaintiff in error, see the following late case.

*Graham vs. U. S. Advance Sheets Sup. Court Rep.*, Jan. 15th, 1914, p. 148. (L. C. P. Ed.)

Further complaint is made concerning a reference to counsel's argument. But what counsel said is not in the record, and therefore cannot be reviewed. It does not even appear whether the reference was to Mr. Holt's own argument, as it might have been for aught that appears.

On the general subject of notice, it has been our opinion that the Supreme Court of the United States, as well as this Court, is committed to the proposition that notice to an agent of the character of Comstock is not notice to the corporation.

*F. & D. Co. vs. Courtney*, 186 U. S. 342.

*Am. B. Co. vs. Spokane B. & L. Co.* 130 F. 739 (C. C. A. 9C.)

In the first case cited it is held that knowledge by a cashier and some of the directors of a bank, less than a majority, of the dishonesty and embezzlement by the president of a bank of the funds of the bank, will not be imputed to the bank as its knowledge so as to require notice of the embezzlement to be given the surety on the president's bond.

In the second case it is held by this Court that knowledge by the president of a building and loan association of the default and dishonesty of a cashier was not knowledge of the corporation, nor imputable

to it, and therefore, representations in an application for a policy of indemnity securing the honesty of such cashier to the effect that such cashier's accounts had been examined and found correct, made as inducements to the giving of the bond, and warranted to be true, did not constitute a breach of the terms of the application or make the corporation guilty of making false representations, *as such knowledge by the president was not imputable to the corporation.*

This conclusion is made to rest on our statute providing that the affairs of private corporations are vested in the trustees.

The matter of knowledge of any particular agent was not involved in the former appeal, and I do not find that these cases were called to the court's attention, though the Courtney case was cited on another point. Nor were they cited in the case of the Northwest Lumber Co., 203 Fed. 417. In as much as the foreman, Williams, in the latter case was found to have been charged with no duty to give notice, *the point was not involved whether, had he been so charged, his knowledge would have been imputable to the corporation.*

*We submit that the Courtney and Spokane cases are decisive of the point that it is immaterial whether Comstock had knowledge or not, as in no event is such knowledge imputable to the corporation.*

For still another reason it is immaterial whether Comstock knew of the accident prior to October



19th, and consequently, it is immaterial that the court limited the testimony concerning the conversation at Merrill's house to the only purpose for which it was offered. This is true because, as already pointed out, the proof was undisputed that the insurance company was in no way prejudiced in any of its rights by not having notice sooner. Even if it be conceded that Comstock knew of the accident, or that he learned thereof in the conversation at Merrill's house, yet the notice given the insurance company on October 19th, 1909, was within a reasonable time under all the circumstances, and the jury were fully justified in so finding under the court's instructions applying the principles settled by the former appeal.

We submit that no error was committed, and pray that the judgment be affirmed.

Respectfully submitted,

L. B. da PONTE,

J. W. QUICK,

*Attorneys for Defendant in Error.*

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IN THE  
**UNITED STATES CIRCUIT COURT  
OF APPEALS**

FOR THE NINTH CIRCUIT

THE FRANKFORT MARINE, ACCI-  
DENT & PLATE GLASS IN-  
SURANCE COMPANY, a corpora-  
tion,

*Plaintiff in Error,*

vs.

JOHN B. STEVENS & COMPANY,  
a corporation,

*Defendant in Error.*

No.....

**Reply Brief of Plaintiff in Error**

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HUDSON, HOLT & HARMON,  
Attorneys for Plaintiff in Error,  
Tacoma, Washington.

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The Bell Press, Printers

FILED

SEP 14 1914



IN THE  
**UNITED STATES CIRCUIT COURT**  
**OF APPEALS**

FOR THE NINTH CIRCUIT

THE FRANKFORT MARINE, ACCI-  
DENT & PLATE GLASS IN-  
SURANCE COMPANY, a corpora-  
tion,

*Plaintiff in Error,*

vs.

JOHN B. STEVENS & COMPANY,  
a corporation,

*Defendant in Error.*

No..... .

**Reply Brief of Plaintiff in Error**

On account of serious and important mis-state-  
ments contained in the brief of defendant in error,  
we find it necessary to submit a brief in reply.

We complained of the instruction which is set  
forth on page 13 of the brief because in effect it in-  
structed the jury that defendant in error was only  
required to give notice of the accident within a rea-  
sonable time after it knew of it, notwithstanding the  
fact that the policy, by its express terms, required  
the giving of this notice within ten days thereafter.



We also complained of the refusal of an instruction informing the jury that it was incumbent on defendant in error to give notice within ten days after it learned of the accident to Merrill. No excuse was plead in this case nor was any offer made to prove any excuse for not giving the notice sooner, except lack of knowledge on the part of defendant in error.

In its brief, defendant in error seeks to avoid the consequences of these errors by stating that on the former hearing of this case, it was decided by this Court, that the notice need only be given within a reasonable time after defendant in error knew of the accident. We dispute this statement. The question was not before the Court on the former trial of this case. The only question before the Court was whether the provisions of the policy requiring the giving of notice within ten days, should be construed so as to compel the giving of the notice before defendant in error had acquired knowledge of the accident. The court below decided that the notice should have been given within ten days after the happening of the accident regardless of lack of knowledge on the part of the defendant in error. This decision was reversed by this Court which held a reasonable construction of the provision in question indicated that it was the intention of the parties that notice need not be given until knowledge of the accident had been acquired, but it did not touch directly or indirectly the question whether

the limitation of ten days was valid. The decision is reported in 207 Fed. 757.

The text of this decision, on this subject, is summed up in these words of the Court:

“We are of the opinion that the Court below was in error in holding that the policy in suit required the assured to give notice of the injury to its employes regardless of its own knowledge or information on the subject.”

We think that neither this nor any other Court would undertake to say that the provision of the policy requiring the giving of the notice within ten days after the duty to give it had arisen, was not valid and no case can be found holding that such a limitation will not be enforced. As a matter of fact, it was particularly erroneous for the Court in this case to refuse to enforce this agreement of the parties for it was not contended by defendant in error that there was any excuse for its not having given notice sooner, except the lack of knowledge. Under the instruction given by the Court the jury was left to say whether in their opinion notice given in October of an accident in July, of which the party had notice at the time of the accident, was within a reasonable time, and this question was left to the jury without any excuse except lack of knowledge having been set forth in the pleadings or suggested by the evidence.

We desire to impress on the Court the importance

of the question just referred to. Inasmuch as this Court in its former decision in this case said that the provision of the policy with reference to the giving of notice should be construed as though it read that notice must be given "immediately or at the latest within ten days after knowledge of the accident had been acquired," the instructions in this case should have given effect to the limitation fixed by the policy, of ten days after knowledge of the accident. It is not claimed in this case that it was an unreasonable limitation. In fact, defendant in error claimed that it did give notice within ten days after it acquired knowledge of the accident and the chief issue of fact in the case was whether it did give the notice within such time. Under these circumstances for the Court to give the instruction set out in the brief of defendant in error which informed the jury that the notice need only be given within a reasonable time after knowledge of the accident had been acquired was error because it left it for the jury to say whether even if they believed that knowledge of the accident was acquired in July, the giving of the notice in October without any excuse for the delay was within a reasonable time. By this instruction the ten-day limitation was set aside and the refusal of instruction requested by plaintiff in error which required the giving of notice within ten days after knowledge of the accident had been acquired, only emphasized the error in this respect.

On page 10 of the brief of defendant in error, Merrill is referred to as a "wrtched and abject specimen." We desire to call the attention of the Court to the fact than an unprejudiced mind could hardly read the testimony in this case without coming to the conclusion that the case of defendant in error, on the subject of lack of knowledge of the accident, was a fabrication pure and simple and that the vigorous adjectives applied to Mr. Merrill more fitly describe the witnesses for defendant in error.

On pages 15 and 16 of the brief of defendant in error, the facts are mis-stated. It is suggested that some error referred to by counsel in the brief, was invited by us. We do not know to what counsel refers. In our answer we set up that plaintiff in error had been damaged by the failure to give notice, but at the trial abandoned it and thereupon defendant in error in making out its case asked the Court whether it should go into the question of prejudice to the rights of the plaintiff in error, by the failure to give notice. The Court said:

"There is nothing before the Court at this time. The Court can not act as adviser."

(Tr. of R., page 66.)

Thereupon defendant in error proceeded to make proof on this subject and offered evidence to the effect that the witnesses were available at the time of the trial and that no material changes had been



made in the hopper. On the cross-examination of Mr. Comstock on the subject of changes in the hopper, it developed that the hopper had been so badly changed that it was impossible to prove what its actual condition was prior to and after the accident. (Tr. of R., pp. 105-108.)

We objected to the introduction of the evidence on the subject of the presence of the witnesses and error is assigned on the ruling of the Court on this subject.

The changes in the hopper testified to were some evidence of knowledge of the accident on the part of defendant in error, plaintiff in error contending that these changes were made on account of the accident to Merrill. How it can be said under such circumstances that we invited error on one subject by cross examining a witness on another subject with respect to matters concerning which he had already testified, is beyond our comprehension.

On page 17 of the brief of defendant in error, it is said:

“That the very plank Merrill claimed to have been broken was found by Comstock shortly after suit was brought.”

This statement is made for the purpose of showing that the evidence was available at the time of the suit of Merrill against Stevens. The very statement made by defendant in error, which we have just quoted, indicates the contrary of the fact which

it was intended to establish. Comstock testified that after the suit was brought he found the plank which had been knocked off the hopper when it was altered, but the Court will remember that Merrill contended in his suit against Stevens that the plank split and broke off from the hopper and defendant in error contended that no such accident occurred and that the plank did not split or break off with Merrill. When defendant in error, after the accident, knocked off the very plank in question, it destroyed the evidence because it rendered it difficult under the circumstances to show whether the plank had, in fact, ever been on the hopper or at what time it had been knocked or broken off.

The last part of the brief of defendant in error is devoted to a discussion of the question of notice to an agent as affecting the principal, and two cases are referred to on the subject. One of these cases,

*F. & D. Co. vs. Courtney*, 186 U. S. 342,

has been reviewed by us in our brief on pages 55 and 56. The case of

*Am. B. Co. vs. Spokane B. & L. Co.*, 130 F. 739,

cited by defendant in error is a case similar in principle to the Courtney case and is subject to the same construction which we have placed on that case in our brief.

The general question whether notice to an agent

binds his principal, if this notice is not acquired by him during the existence of the agency or while he is in discharge of some duties connected therewith, is not the question involved in this case. It was conceded that a duty rested on defendant in error to learn of accidents to its employes and to report them, and it was conceded that this duty was imposed on Mr. Comstock who was the foreman of defendant in error and it was conceded by the president of defendant in error that the duty of looking after the injured men any paying them their wages and particularly the question of paying the wages of Merrill, was left to Comstock and Moore. When, therefore, Mr. Comstock called at the hospital and at Merrill's house and indulged in declarations in reference to the payment of his wages and in reference to his injury, which showed that he then knew of the accident, these declarations are admissible in evidence for the purpose of showing this knowledge and if Mr. Comstock had this knowledge, it was his duty to report the accident, and defendant in error was charged with his knowledge.

The chief issue of fact, involved in this case, was whether Comstock knew of the accident to Merrill at some time in July or August. For the purpose of showing that he knew of the accident we showed by Merrill that Comstock knew of the accident at the time it happened and that he discussed it with him and to support this testi-

mony, we offered evidence of certain conversations between Merrill and Comstock at the time he was taken to the hospital and afterwards while he was at the hospital, and we also offered evidence of Mrs. Merrill as to certain statements made by Comstock to her at the time Merrill was taken to the hospital and afterwards, which showed that Comstock then knew that Merrill's condition was due to the accident in question. Under such circumstances when it is conceded that it was the duty of Comstock to find out about the accidents and report them, it is idle to say that knowledge which it was Comstock's duty to acquire does not charge the company unless he acquired it while he was actually engaged in transacting some business for the company.

When defendant in error denies knowledge of the accident and then admits that the duty of acquiring knowledge of the accident and in giving notice of it, was imposed on Mr. Comstock, it only became necessary to show that Comstock knew of the accident during the time he was charged with the duty of acquiring this knowledge to charge defendant in error with the same knowledge.

In conclusion and in answer to the last part of the brief of defendant in error, we can only say that the question of prejudice to the rights of plaintiff in error by the failure to give notice, is immaterial because the giving of this notice within ten-days after defendant in error knew of the accident was imposed as *a condition precedent* by the ex-



press provisions of the policy. If the question is material, we point out to the Court that the evidence offered by defendant in error itself, showed that the very plank which Merrill claimed broke from the hopper was knocked off of the hopper by the act of defendant in error, and the evidence on the question whether it did break off with Merrill was thus obliterated or impaired. In any event it was a question for the jury under the view taken by the Court below.

Respectfully submitted,

HUDSON, HOLT & HARMON,  
Attorneys for Plaintiff in Error,

No. 2397

IN THE  
UNITED STATES

*Appeal - Ninth Circuit*  
Court  
Western District of Washington

*Thompson M.A. T. R.*  
*vs.*  
*John Butterfield*  
*vs.*  
*John Butterfield*

*Brill*  
*Attorney for Plaintiff*  
Address

A place within the said District at which  
service of all subsequent papers, other  
than writs and process, may be made.

SEP 16 1914

F. D. Monckton,

Due service of the within and foregoing

by the receipt of a true copy thereof, together with true copies of the exhibits recited therein as being attached thereto,

hereby is admitted in behalf of all parties entitled to such service by law or by rules of court, this

day of \_\_\_\_\_, 19\_\_\_\_

UNITED STATES OF AMERICA, } ss.  
Western District of Washington.

being duly sworn, on his oath says:

That on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, he was over  
twenty-one years of age and competent to be a witness in the within and foregoing cause; that on the said day at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M. he served the within and foregoing

together with the exhibits recited therein as being attached thereto, by delivering to and leaving a true copy of the same

Subscribed and sworn to before me at

this

day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_, in said State.

press provisions of the policy. If the question is material, we point out to the Court that the evidence offered by defendant in error itself, showed that the very plank which Merrill claimed broke from the hopper was knocked off of the hopper by the act of defendant in error, and the evidence on the question whether it did break off with Merrill was thus obliterated or impaired. In any event it was a question for the jury under the view taken by the Court below.

Respectfully submitted,

HUDSON, HOLT & HARMON,  
Attorneys for Plaintiff in Error,

1 stated that it was undisputed that Comstock went to the hospi-  
2 tal on his own accord. Comstock testified to this but the  
3 circumstances showed the contrary. Mr. Stevens testified that  
4 he met Merrill, sick, going home, and he also testified that  
5 he left the question of the payment of his wages to  
6 Comstock. Comstock went to see him at his house and learned  
7 of his condition and it is more than likely that when he  
8 came back to the warehouse of defendant in error, he told Mr.  
9 Stevens about it, and it was then that Stevens left the payment  
10 of his wages to Comstock and it was in pursuance of the  
11 authority to arrange about his wages that Comstock made the  
12 visit to the hospital and promised to pay his wages and  
13 asked him not to bring suit against the company.

14  
15 Respectfully submitted,

16  
17 Attorneys for Plaintiff in error.  
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press provisions of the policy. If the question is material, we point out to the Court that the evidence offered by defendant in error itself, showed that the very plank which Merrill claimed broke from the hopper was knocked off of the hopper by the act of defendant in error, and the evidence on the question whether it did break off with Merrill was thus obliterated or impaired. In any event it was a question for the jury under the view taken by the Court below.

Respectfully submitted,

HUDSON, HOLT & HARMON,  
Attorneys for Plaintiff in Error,

1 On the second page of the additional argument filed  
2 by defendant in error, there is an effort made to mis-state  
3 our position on the subject of the defense that we were pre-  
4 judiced by the failure to give the notice within ten days.  
5 We only desire to say that we offered no testimony in support  
6 of this defense and objected to any testimony from defendant  
7 in error going to show that there was any prejudice. This  
8 testimony of defendant in error on this subject was offered in  
9 rebuttal after our case had been closed. Such parts of the  
10 testimony relating to the change in the hopper as were intro-  
11 duced in evidence by us were introduced for the purpose of  
12 showing that the change in the hopper took place by reason  
13 of the accident to Merrill. On the same page of this  
14 additional argument of defendant in error is found a mis-state-  
15 ment. Reference is made to page ten of our reply brief in  
16 which it is claimed that we said that the testimony of the  
17 conversations between Merrill and Comstock was offered to  
18 show that Comstock knew of the accident at the time it occurred.  
19 As a matter of fact we said this: "Then therefore, Mr. Comstock  
20 called at the hospital and at Merrill's house and indulged in  
21 declarations in reference to the payment of his wages and in  
22 reference to his injury which showed that he then knew of the  
23 accident, these declarations are admissible in evidence for the  
24 purpose of showing this knowledge."

25 Counsel for defendant in error made the same  
26 mistake in his argument. The conversation at the hospital in  
27 which Comstock asked Merrill not to sue the company may have  
28 been based on specific knowledge acquired during his conver-  
29 sation with Merrill at the house.

30 On the last page of this additional brief, it is

press provisions of the policy. If the question is material, we point out to the Court that the evidence offered by defendant in error itself, showed that the very plank which Merrill claimed broke from the hopper was knocked off of the hopper by the act of defendant in error, and the evidence on the question whether it did break off with Merrill was thus obliterated or impaired. In any event it was a question for the jury under the view taken by the Court below.

Respectfully submitted,

HUDSON, HOLT & HARMON,  
Attorneys for Plaintiff in Error,

IN THE UNITED STATES CIRCUIT COURT OF APPEALS  
FOR THE NINTH CIRCUIT.

THE FRANKFORT MARINE, ACCIDENT  
AND LITIGATION INSURANCE COM-  
PANY, a corporation.

Maintain in error.

No. 239.

33

REPLY TO ADDITIONAL  
BRING ON DEFENDANT  
IN ERROR.

JOHN B. FEEVING & COMPANY, &  
CO., N. Y.

Defendant in error.

At the argument of this case, counsel for defendant in error presented an additional brief and it was understood that we would have the right to make some reply to it.

The brief of defendant in error was served on us late Thursday afternoon. We hurriedly wrote our reply brief so that we could furnish counsel for defendant in error a copy of it on Saturday following, which we did. In our haste to accomplish this result and by reason of our being misled by the brief of defendant in error, we presented an argument to the Court in our reply brief on the subject of certain instructions given by the Court directing the jury provided in the policy. We wrote our brief in the case six or eight months ago and when the brief of defendant in error came into our hands as we have stated, we hurriedly prepared a reply and were betrayed in to making the argument to which we referred. We confess our error and we ask the Court to consider the first six pages of our reply brief as embraced within this explanation and so far as they are devoted to a discussion of the question referred to, we ask that they be ignored.



23 We wrote our brief in the case six or eight months ago and  
24 When the brief of defendant in error came into our hands as we  
25 have stated, we hurriedly prepared a reply and were betrayed in-  
to the which we referred. We confess our

6

No. 2400

**United States Circuit Court  
of Appeals  
Ninth Circuit**

**Appeal from the District Court of the United  
States for the District of Oregon**

**OREGON & CALIFORNIA RAILROAD  
COMPANY, A CORPORATION, *et al.*,  
Defendants and Appellants**

**JOHN L. SNYDER, *et al.*,  
Cross-Complainants and Appellants**

**WILLIAM F. SLAUGHTER, *et al.*,  
Interveners and Appellants**

*vs.*

**THE UNITED STATES OF AMERICA  
Appellee**

—o—

**TRANSCRIPT OF RECORD**

**IN SEVENTEEN VOLUMES**

**VOLUME I**

**PAGES 1-540**

**FILED**

**APR 4 - 1914**

# TITLE

## NAMES AND ADDRESSES OF SOLICITORS UPON THIS APPEAL

For Appellants

OREGON & CALIFORNIA R. R. CO., *et al.*:

WM. F. HERRIN,  
P. F. DUNNE,  
J. E. FENTON,  
San Francisco, Cal.

WM. D. FENTON,  
Portland, Oregon.

For Appellant—UNION TRUST COMPANY,  
DOLPH, MALLORY, SIMON  
& GEARIN,

Portland, Oregon.  
MILLER, KING, LANE &  
TRAFFORD, and  
JOHN C. SPOONER,  
New York.

For Appellants—JNO. L. SNYDER, *et al.*:  
A. W. LAFFERTY,  
Portland, Oregon.

For Appellants—WM. F. SLAUGHTER, *et al.*:  
L. C. GARRIGUS,  
A. W. LAFFERTY,  
MOULTON & SCHWARTZ,  
Portland, Oregon.  
DAY & BREWER,  
Seattle, Wash.  
A. C. WOODCOCK,  
Eugene, Oregon.

For Appellee:

JAMES C. McREYNOLDS,  
Attorney General.

CLARENCE L. REAMES,  
U. S. Dist. Attorney for Oregon.

B. D. TOWNSEND,  
F. C. RABB,

Special Assistants to the

No. \_\_\_\_\_

# United States Circuit Court of Appeals

## Ninth Circuit

Appeal from the District Court of the United  
States for the District of Oregon

OREGON & CALIFORNIA RAILROAD

COMPANY, A CORPORATION, *et al.*,

Defendants and Appellants

JOHN L. SNYDER, *et al.*,

Cross-Complainants and Appellants

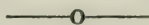
WILLIAM F. SLAUGHTER, *et al.*,

Interveners and Appellants

*vs.*

THE UNITED STATES OF AMERICA

Appellee



# TRANSCRIPT OF RECORD

IN SEVENTEEN VOLUMES

VOLUME I

PAGES 1-540





## IN EQUITY No. 3340

Be it remembered, that on the 25th day of May, 1908, there was duly filed in the Circuit Court of the United States for the District of Oregon, a Bill of Complaint, in words and figures as follows, to wit:

APRIL TERM, 1908

### [BILL OF COMPLAINT]

**In the Circuit Court of the United States**

**For the District of Oregon**

---

NINTH JUDICIAL CIRCUIT.

---

UNITED STATES OF AMERICA,

Complainant,

vs.

OREGON AND CALIFORNIA RAILROAD  
COMPANY, SOUTHERN PACIFIC COM-  
PANY, STEPHEN T. GAGE (individually  
and as trustee), UNION TRUST COM-  
PANY (individually and as trustee), JOHN L.  
SNYDER, JULIUS F. PRAHL, ALBERT  
E. THOMPSON, JAMES BARR, FRED  
WITTE, W. A. ANDERSON, W. H. AN-  
DERSON, O. M. ANDERSON, F. E. WIL-  
LIAMS, PAUL BIRKENFELD, J. H.  
LEWIS, FRANCIS S. WISER, W. E. AN-

DERSON, ALBERT ARMS, JOSEPH A. MAXWELL, ISAAC McKAY, J. R. PETERSON, D. MacLAFFERTY, EDGAR MacLAFFERTY, V.V. McABOY, GEORGE C. MacLAFFERTY, GEORGE EDGAR MacLAFFERTY, E. L. MacLAFFERTY, B. N. MacLAFFERTY, ENOS M. FLUHRER, F. W. FLOETER, S. SHRYOCK, SIDNEY BEN SMITH, ORRIN J. LAWRENCE, ROBERT G. BALDERREE, OSCAR E. SMITH, EGBERT C. LAKE, C. W. SLOAT, JESSE F. HOLBROOK, A. E. HAUDENSCHILD, S. H. MONTGOMERY, W. A. NOLAND, JOHN H. HAGGETT, CHARLES W. MEAD, WILLIAM OTTERSTROM, ANGUS MacDONALD, JOHN T. MOAN, JOSEPH D. HADLEY, HENRY C. OTT, FRED L. FREEBING, WILLIAM CAIN, R. T. ALDRICH, JAMES C. O'NEILL, ALEXANDER FAUSKE, FRANCIS WIEST, CORDELIA MICHAEL, JOHN B. WIEST, CYRUS WIEST, JOHN WIEST, THOMAS MANLEY HILL, OTTO NELSON, JASPER L. HEWITT, B. L. PORTER, FRANK WELLS, C. P. WELLS, I. H. INGRAM, L. G. REEVES, W. W. WELLS, F. M. RHODES, MARVIN MARTIN, and ROY W. MINKLER,

Defendants,

## **To the Judges of the Circuit Court of the United States for the District of Oregon:**

THE UNITED STATES OF AMERICA, by Charles J. Bonaparte, its Attorney General, presents this its Bill of Equity against Oregon and California Railroad Company, a citizen of the State of Oregon, Southern Pacific Company, a citizen of the State of Kentucky, Stephen T. Gage, a citizen of the State of California, and Union Trust Company, a citizen of the State of New York, and John L. Snyder, Julius F. Prah, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter, S. Shryock, Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschild, S. H. Montgomery, W. A. Noland, John H. Haggett, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich, James C. O'Neill, Alexander Fauske, Francis Wiest, Cordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter, Frank Wells, C. P. Wells, I. H. Ingram, L. G. Reeves, W. W. Wells, F. M. Rhoades, Marvin Martin, all citizens of the State of Oregon, and Roy W.



Minkler, a citizen of the State of Washington.

Thereupon your Orator complains and says:

### I.

The defendant Oregon and California Railroad Company, now is, and at all the times hereinafter mentioned as to it was, a corporation organized under the laws of the State of Oregon, and a resident and citizen of said State.

The defendant Southern Pacific Company now is, and at all the times hereinafter mentioned as to it was, a corporation organized under the laws of the State of Kentucky, and a resident and citizen of said last named State.

The defendant Stephen T. Gage is a resident and citizen of the City of San Francisco, in the State of California, and is sued in his own right, and also as sole surviving trustee under a certain deed of trust hereinafter described.

The defendant Union Trust Company now is, and at all the times hereinafter mentioned as to it was, a corporation organized under the laws of the State of New York, and a resident and citizen of said last named State, and is sued in its own right, and also as trustee under a certain mortgage deed hereinafter described.

Each of the defendants John L. Snyder, Julius F. Prahl, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis

S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter and S. Shryock, is a resident and citizen of the County of Columbia in the State of Oregon.

Each of the defendants Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschield, S. H. Montgomery and W. A. Noland, is a resident and citizen of the County of Lane in the State of Oregon.

Each of the defendants John H. Haggett, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich and James C. O'Neill is a resident and citizen of the County of Multnomah in the State of Oregon.

Each of the defendants Alexander Fauske, Francis Wiest, Sordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter and Frank Wells is a resident and citizen of the County of Clackamas in the State of Oregon.

Each of the defendants C. P. Wells, I. H. Ingram, L. G. Reeves and W. W. Wells is a resident and citizen of the County of Polk in the State of Oregon.

The defendant F. M. Rhoades is a resident and

citizen of the County of Douglas in the State of Oregon.

The defendant Marvin Martin is a resident and citizen of the County of Linn in the State of Oregon.

The defendant Roy W. Minkler is a resident and citizen of the County of Clarke in the State of Washington.

Certain of said defendants above named are described otherwise than by Christian name for the reason that the Christian name of each of said defendants is to your Orator unknown.

## II.

On or about the twenty-fifth day of July, A. D. 1866, the Congress of the United States passed an Act entitled,

“An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,” which said Act was approved and became operative upon said twenty-fifth day of July, A. D. 1866, and which said Act is in terms as follows:

“*Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled*, that the ‘California and Oregon Railroad Company,’ organized under an act of the State of California, to protect certain parties in and to a railroad survey, ‘to connect Portland, in Oregon, with Marysville, in California,’ approved April 6, 1863, and such company organized under the laws of Oregon as the Legislature of said state shall hereafter designate, be, and they are hereby, authorized and empowered to lay

out, locate, construct, finish and maintain a railroad and telegraph line between the City of Portland in Oregon, and the Central Pacific Railroad in California, in the manner following, to-wit: The said California and Oregon Railroad Company to construct that part of the said railroad and telegraph within the State of California, beginning at some point (to be selected by said company) on the Central Pacific Railroad in the Sacramento Valley, in the State of California, and running thence northerly, through the Sacramento and Shasta valleys, to the northern boundary of the State of California; and the said Oregon company to construct that part of the said railroad and telegraph line within the State of Oregon, beginning at the City of Portland, in Oregon, and running thence southerly through the Willamette, Umpqua and Rogue River valleys to the southern boundary of Oregon, where the same shall connect with the part aforesaid to be made by the first-named company: *Provided*, That the company completing its respective part of the said railroad and telegraph from either of the termini herein named to the line between California and Oregon before the other company shall have likewise arrived at the same line, shall have the right, and the said company is hereby authorized, to continue in constructing the same beyond the line aforesaid, with the consent of the State in which the unfinished part may lie, upon the terms mentioned in this act, until the said parts shall meet and connect, and the whole line of said railroad and telegraph shall be completed.

SEC. 2. *And be it further enacted*, That there be,



and hereby is, granted to the said companies, their successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line, and to secure the safe and speedy transportation of the mails, troops, munitions of war, and public stores over the line of said railroad, every alternate section of public land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile (ten on each side) of said railroad line; and when any of said alternate sections or parts of sections shall be found to have been granted, sold, reserved, occupied by homestead settlers, pre-empted or otherwise disposed of, other lands, designated as aforesaid, shall be selected by said companies in lieu thereof, under the direction of the Secretary of the Interior, in alternate sections designated by odd numbers as aforesaid, nearest to and not more than ten miles beyond the limits of said first-named alternate sections; and as soon as the said companies, or either of them, shall file in the office of the Secretary of the Interior a map of the survey of said railroad, or any portion thereof, not less than sixty continuous miles from either terminus, the Secretary of the Interior shall withdraw from sale public lands herein granted on each side of said railroad, so far as located and within the limits before specified. The lands herein granted shall be applied to the building of said road within the States, respectively, wherein they are situated. And the sections and parts of sections of land which shall remain in the United States within the limits of the aforesaid grant shall not be sold for less than double the minimum price of public lands when

sold: *Provided*, That bona-fide and actual settlers under the pre-emption laws of the United States may, after due proof of settlement, improvement and occupation, as now provided by law, purchase the same at the price fixed for said lands at the date of such settlement, improvement and occupation: *And provided also*, That settlers under the provisions of the homestead act, who comply with the terms and requirements of said act, shall be entitled, within the limits of said grant, to patents for an amount not exceeding eighty acres of the land so reserved by the United States, anything in this act to the contrary notwithstanding.

SEC. 3. *And be it further enacted*, That the right of way through the public lands be, and the same is hereby granted to said companies for the construction of said railroad and telegraph line; and the right, power and authority are hereby given to said companies to take from the public lands adjacent to the line of said road, earth, stone, timber, water, and other materials for the construction thereof. Said right of way is granted to said railroad to the extent of one hundred feet in width on each side of said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, depots, machine-shops, switches, side tracks, turn-tables, water stations, or any other structures required in the construction and operating of said road.

SEC. 4. *And be it further enacted*, That whenever the said companies, or either of them, shall have twenty or more consecutive miles of any portion of said railroad

and telegraph line ready for the service contemplated by this act, the President of the United States shall appoint three commissioners, whose compensation shall be paid by said company, to examine the same, and if it shall appear that twenty consecutive miles of railroad and telegraph shall have been completed and equipped in all respects as required by this act, the said commissioners shall so report under oath to the President of the United States, and thereupon patents shall issue to said companies, or either of them, as the case may be, for the lands hereinbefore granted, to the extent of and coterminous with the completed section of said railroad and telegraph line as aforesaid; and from time to time, whenever twenty or more consecutive miles of the said road and telegraph shall be completed and equipped as aforesaid, patents shall in like manner issue upon the report of the said commissioners, and so on until the entire railroad and telegraph authorized by this act shall have been constructed, and the patents of the lands herein granted shall have been issued.

SEC. 5. *And be it further enacted*, That the grants aforesaid are made upon the condition that the said companies shall keep said railroad and telegraph in repair and use, and shall at all times transport the mails upon said railroad, and transmit despatches by said telegraph line for the government of the United States, when required so to do by any department thereof, and that the government shall at all times have the preference in the use of said railroad and telegraph therefor at fair and reasonable rates of compensation, not to exceed the

rates paid by private parties for the same kind of service. And said railroad shall be and remain a public highway for the use of the government of the United States, free of all toll or other charges upon the transportation of the property or troops of the United States; and the same shall be transported over said road at the cost, charge and expense of the corporations or companies owning or operating the same, when so required by the government of the United States.

SEC. 6. *And be it further enacted*, That the said companies shall file their assent to this act in the Department of the Interior within one year after the passage hereof, and shall complete the first section of twenty miles of said railroad and telegraph within two years, and at least twenty miles in each year thereafter, and the whole on or before the first day of July, one thousand eight hundred and seventy-five; and the said railroad shall be of the same gauge as the 'Central Pacific Railroad' of California, and be connected therewith.

SEC. 7. *And be it further enacted*, That the said companies named in this act are hereby required to operate and use the portions or parts of said railroad and telegraph mentioned in section one of this act for all purposes of transportation, travel and communication, so far as the government and public are concerned, as one connected and continuous line; and in such operation and use to afford and secure to each other equal advantages and facilities as to rates, time and transportation, without any discrimination whatever, on pain of forfeiting the full amount of damage sustained on



account of such discrimination, to be sued for and recovered in any court of the United States, or of any State, of competent jurisdiction.

SEC. 8. *And be it further enacted*, That in case the said companies shall fail to comply with the terms and conditions required, namely, by not filing their assent thereto as provided in section six of this act, or by not completing the same as provided in said section, this act shall be null and void, and all the lands not conveyed by patent to said company or companies, as the case may be, at the date of any such failure, shall revert to the United States. And in case the said road and telegraph line shall not be kept in repair and fit for use, after the same shall have been completed, Congress may pass an act to put the same in repair and use, and may direct the income of said railroad and telegraph line to be thereafter devoted to the United States, to repay all expenditures caused by the default and neglect of said companies or either of them, as the case may be, or may fix pecuniary responsibility, not exceeding the value of the lands granted by this act.

SEC. 9. *And be it further enacted*, That the said 'California and Oregon Railroad Company,' and the said 'Oregon Company' shall be governed by the provisions of the general railroad and telegraph laws of their respective States, as to the construction and management of the said railroad and telegraph line hereinbefore authorized, in all matters not provided for in this act. Wherever the word 'company' or 'companies' is used in this act it shall be construed to embrace the words

‘their associates, successors and assigns,’ the same as if the words had been inserted, or thereto annexed.

SEC. 10. *And be it further enacted*, That all mineral lands shall be excepted from the operation of this act; but where the same shall contain timber, so much of the timber thereon as shall be required to construct said road over such mineral land is hereby granted to said companies; *Provided*, That the term ‘mineral lands’ shall not include lands containing coal and iron.

SEC. 11. *And be it further enacted*, That the said companies named in this act shall obtain the consent of the legislatures of their respective States, and be governed by the statutory regulations thereof in all matters pertaining to the right of way, wherever the said road and telegraph line shall not pass over or through the public lands of the United States.

SEC. 12. *And be it further enacted*, That Congress may at any time, having due regard for the rights of said California and Oregon railroad companies, add to, alter, amend, or repeal this act.”

Said last described Act of Congress was amended by an Act of Congress approved June twenty-fifth, A. D. 1868, entitled, “An Act to amend an Act entitled ‘An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,’ ” which said amendatory act is in terms as follows:

*“Be it enacted by the Senate and House of Representatives of the United States of America in Congress*

*assembled*, That section six of an act entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approved July twenty-fifth, eighteen hundred and sixty-six, be so amended as to provide that instead of the times now fixed in said section, the first section of twenty miles of said railroad and telegraph shall be completed within eighteen months from the passage of this act, and at least twenty miles in each two years thereafter, and the whole on or before the first day of July Anno Domini eighteen hundred and eighty."

### III.

No right, title or interest in or to any of the grants, franchises or other benefits in the State of Oregon, provided for by said Act of Congress approved July twenty-fifth, A. D, 1866, was ever acquired by any corporation or person, or otherwise, except at the time, in the manner, and upon the terms and conditions as hereinafter set forth.

On or about the sixth day of October, A. D. 1866, certain proceedings were had by which certain persons attempted to organize, under the general incorporation law of the State of Oregon, a corporation bearing the corporate name "Oregon Central Railroad Company," having its principal office at the city of Portland, in said State of Oregon.

Said Oregon Central Railroad Company projected its railroad line from said city of Portland in a westerly direction to the village of Forest Grove, and thence southerly to and beyond the village of McMinnville, on

the *westerly side* of the Willamette River, from which circumstance said company and its line of railroad became known, and therefore will herein be referred to and mentioned, as the "West Side Company" and the "West Side Line" respectively, to distinguish the same from a certain other line of railroad projected at about the same time on the *easterly side* of said river by another railroad company bearing the same corporate name, as hereinafter set forth.

On the tenth day of October, A. D. 1866, the legislature of the State of Oregon adopted a joint resolution, which on the last aforesaid day was approved by the governor of said State, and which is in terms as follows:

*"Whereas*, The Congress of the United States, at its last session, passed an act granting land to aid in the construction of a railroad and telegraph from the Central Pacific Railroad in California, to Portland, Oregon, and made it the duty of the Legislative Assembly of the State of Oregon to designate the company, organized under the laws of Oregon, which shall receive that part of said land grant lying within the State of Oregon; therefore be it

*Resolved by the House, the Senate concurring*, That the 'Oregon Central Railroad Company,' a company organized under the general incorporation laws of this State, be and the same is hereby designated as the company which shall be entitled to receive the land granted and all the benefits of an Act of Congress approved July 25, 1866, entitled, 'An Act granting land to aid



in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, Oregon,' so far as the said grant applies to the State of Oregon."

Assuming in the premises to have been lawfully designated therefor, said West Side Company, on or about the twenty-fifth day of May, A. D. 1867, through its Board of Directors, adopted a resolution in terms assenting to the provisions of said Act of Congress approved July twenty-fifth, A. D. 1866, and, on or about the sixth day of July, A. D. 1867, filed in the office of the Secretary of the Interior of the United States an authenticated copy of the last aforesaid resolution, together with a certified copy of its articles of incorporation, and a certified copy of the aforesaid joint resolution of the legislature of the State of Oregon; and, on or about the twentieth day of August, A. D. 1868, filed in the last aforesaid office a general map of survey of its projected line of railroad.

In the meantime, and on or about the twenty-second day of April, A. D. 1867, certain persons, residents of the State of Oregon, then and thereafter contending that said West Side Company was never lawfully incorporated or organized, and designing to secure the several grants, franchises and other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, in that behalf caused certain proceedings to be had intended to organize, under the general incorporation law of the State of Oregon, a corporation bearing the same corporate name, to-wit, "Oregon Central Railroad Com-

pany," having its principal place of business at the city of Salem, in said State of Oregon.

Said last mentioned Oregon Central Railroad Company projected its line of railroad on the easterly side of the Willamette River, and, for the reasons hereinbefore explained, said last mentioned company and its line of railroad became known as the "East Side Company" and the "East Side Line," respectively, and therefore will herein be so referred to and mentioned.

Said East Side Company, in furtherance of its aforesaid design, on the twentieth day of October, A. D. 1868, procured a joint resolution to be adopted by the Legislature of the State of Oregon, and approved by the governor of said State, which said resolution is in terms as follows:

*"Whereas*, The Congress of the United States, by an Act approved July 25, 1866, entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' did grant certain lands in the State of Oregon, and confer certain benefits and privileges upon such company organized under the laws of Oregon as the Legislature of said State should thereafter designate; and

*"Whereas*, The Legislative Assembly of Oregon, at its fourth regular session, did adopt a joint resolution known as 'House Joint Resolution No. 13,' designating in terms the Oregon Central Railroad Company as the company entitled to receive the land granted

by, and all the benefits and privileges of, the said Act of Congress; and

*“Whereas, At the time of the adoption of the said joint resolution as aforesaid, no such company as the Oregon Central Railroad Company was organized or in existence, and the said joint resolution was adopted under a misapprehension of facts as to the organization and existence of such company; and*

*“Whereas, The designation of the company to receive the lands in the State of Oregon granted, and the benefits and privileges conferred by, the said Act of Congress, yet remains to be made;*

*“Be it resolved by the Senate, the House concurring, That the Oregon Central Railroad Company, a corporation organized at Salem on the twenty-second (22d) day of April, in the year one thousand eight hundred and sixty-seven (1867), under and pursuant to the laws of the State of Oregon, be and the same is hereby designated as the company entitled to receive the lands in Oregon, and the benefits and privileges conferred by the said Act of Congress.”*

Thereupon a controversy arose between said West Side Company and said East Side Company, as to which of said companies was entitled to the grants, franchises and privileges of said Act of Congress approved July twenty-fifth, A. D. 1866; which controversy continued until on or about the month of January, A. D. 1870, as hereinafter set forth.

Said Act of Congress approved July twenty-fifth,

A. D. 1866, prescribed as a condition precedent to the vesting of any of the grants contained therein, that the company designated by the Legislature of the State of Oregon should, within one year from said twenty-fifth day of July, A. D. 1866, file in the Department of the Interior its assent to said Act and the terms and conditions thereof.

The time within which to file an assent as aforesaid had expired long prior to the designation of said East Side Company by the Legislature of the State of Oregon on October twentieth, A. D. 1868 as aforesaid. Because of the premises, said East Side Company did apply to the Congress of the United States, during the session thereof commencing in the month of December, A. D. 1868, for an extension of the time within which to file its assent as aforesaid; and, in that behalf, did lay before Congress said joint resolution of the Legislature of the State of Oregon last herein described, and did represent that all of the recitals thereof were true, and that because of the premises, the several grants, franchises and privileges of said Act of Congress approved July twenty-fifth, A. D. 1866, had lapsed, and the benefits thereof would be wholly lost to the State of Oregon unless revived by Congress in manner aforesaid.

During the consideration by Congress of said application of said East Side Company, said West Side Company likewise appeared before Congress and opposed said application, and in that behalf contended that the several grants, franchises and privileges of said Act



of Congress approved July twenty-fifth, A. D. 1866, had theretofore become, and then were, vested in said West Side Company.

Thereafter, and by Act of Congress approved April tenth, A. D. 1869, entitled, "An Act to amend an Act entitled, 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, approved July twenty-five, eighteen hundred and sixty-six,'" Congress did grant the said application of said East Side Company, but upon the express condition that the lands granted as aforesaid should be sold to actual settlers only, in quantities not greater than one-quarter section to one purchaser, and for a price not exceeding Two Dollars and Fifty Cents per acre.

Said Act of Congress approved April tenth, A. D. 1869, is in terms as follows:

*"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That section six of an Act entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approved July twenty-five, eighteen hundred and sixty-six, be, and the same is hereby, amended so as to allow any railroad company heretofore designated by the Legislature of the State of Oregon, in accordance with the first section of said Act, to file its assent to such Act in the Department of the Interior within one year from the date of the passage of this Act; and such filing of its assent, if done

within one year from the passage hereof, shall have the same force and effect to all intents and purposes as if such assent had been filed within one year after the passage of said Act; *Provided*, That nothing herein shall impair any rights heretofore acquired by any railroad company under said Act, nor shall said Act or this amendment be construed to entitle more than one company to a grant of land; *And Provided, Further*, That the lands granted by the Act aforesaid shall be sold to actual settlers only, in quantities not greater than one-quarter section to one purchaser, and for a price not exceeding Two Dollars and Fifty Cents per acre."

On or about the eighth day of June, A. D. 1869, said East Side Company, through its Board of Directors, adopted a resolution in the following terms:

"*Whereas*, The Congress of the United States, on the 25th day of July, 1866, passed an Act entitled 'An Act to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' and

"*Whereas*, Such Act provided that such company thereafter organized under the laws of Oregon, and designated by the Legislature of such State, should be entitled to receive and manage the said grant in Oregon, said Act further requiring that the company so organized and designated should, within one year from the date of its passage, (to-wit: July 25, 1866), file its assent in the Department of the Interior, and

"*Whereas*, No company was designated by such

Legislature within the year within which such an assent was required to be filed, and

*“Whereas, The Legislature of the State of Oregon did, at its regular session in October, A. D. 1868, pass the following joint resolution, designating this company, (to-wit: ‘The Oregon Central Railroad Company’ of Salem, Oregon, a company duly incorporated and organized under the laws of the State of Oregon) as the company to take and manage such grant, and receive all the benefits of the same, in the State of Oregon;”*

(Quoting in full said joint resolution, and which is hereinbefore set forth).

*“And Whereas, The Congress of the United States did, in April, A. D. 1869, pass an Act amendatory of the said Act of July 25, 1866, extending the time in which the company designated might file its said assent, which Act was approved by the President of the United States, April 10, 1869, and is entitled ‘An Act to amend an Act entitled an Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, approved July 25th, 1866’;*

*“Therefore, Resolved, That this company, the Oregon Central Railroad Company, of Salem, Oregon, incorporated at Salem, Oregon, April 22, 1867, do hereby accept all the provisions, rights, privileges and franchises of said Act of July 25, A. D. 1866, entitled ‘An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in*

California, to Portland, in Oregon,' and of all Acts amendatory thereof and upon the conditions therein specified, and do hereby give our assent and the assent of such company thereto, and the Secretary of this company is hereby instructed to prepare a true copy of this resolution, certified to under the seal of the corporation, signed by himself as Secretary, and by the President of this company, and such certified copy transmit to and file the same with and in the office of the Secretary of the Interior at Washington City, D. C."

On or about the thirtieth day of June, A. D. 1869, said East Side Company filed in the office of the Secretary of the Interior of the United States a certified copy of said resolution last herein set forth.

On or about the twenty-ninth day of October, A. D. 1869, said East Side Company filed in the office of the Secretary of the Interior of the United States a map of survey and location of the first sixty miles of its projected line of railroad.

On the twenty-fourth day of December, A. D. 1869, said East Side Company completed the construction of the first twenty miles of its aforesaid line of railroad, commencing at the City of Portland, and on the thirty-first day of December, A. D. 1869, the same was examined and approved by commissioners appointed therefor pursuant to the provisions of section four of said Act of Congress approved July twenty-fifth, A. D. 1866.

Said West Side Company wholly failed to complete the construction of any part of its said line of railroad



pursuant to the terms and conditions of the aforesaid Acts of Congress; and on or about the month of January, A. D. 1870, said West Side Company acquiesced in the aforesaid substitution of said East Side Company as the recipient of the aforesaid grants, privileges and franchises, and abandoned and waived all claim thereto, and in lieu thereof, applied for, obtained and accepted a separate and similar grant of lands, franchises and other benefits, pertaining to its line of railroad projected as aforesaid, by Act of Congress approved May fourth, A. D. 1870, as hereinafter more particularly set forth.

By reason of the premises, no right, title or interest in or to any of the grants, franchises or other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, was ever acquired by said West Side Company, or by, through or under it; or by said East Side Company, or by, through or under it, except by virtue of, and expressly subject to, all of the terms and conditions of said Act of Congress approved April tenth A. D. 1869.

In the meantime said East Side Company had become involved in litigation questioning the validity of its incorporation and organization and its right to use said corporate name. Because of the premises, the promoters, officers and stockholders of said East Side Company did, on or about the seventeenth day of March, A. D. 1870, organize the defendant *Oregon and California Railroad Company* under the general incorporation law of the State of Oregon. In that behalf certain articles of incorporation were, on said last mentioned date, exe-

cut in triplicate and filed, one in the office of the Secretary of State of the State of Oregon, one in the office of the County Clerk of the County of Multnomah, Oregon, (being the county in which the principal office of said corporation was located), and one in the office of the Secretary of said corporation, at the city of Portland, in said County of Multnomah.

The principal object of said corporation, as stated in its aforesaid articles of incorporation, was to become the successor of said East Side Company, and as such, to receive and exercise the grants, franchises and privileges of said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof; a copy of which said articles of incorporation is hereto attached marked "Exhibit A" and made a part of this bill.

Pursuant to the premises, on or about the twenty-ninth day of March, A. D. 1870, said East Side Company did execute and deliver to said defendant *Oregon and California Railroad Company* a certain instrument in writing, purporting to assign, transfer and convey to said defendant *Oregon and California Railroad Company* all of the property of said East Side Company, including the right, title and interest of said East Side Company in and to the grants, franchises and other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof, a copy of which said instrument is hereto attached, marked "Exhibit B," and made a part of this bill. Thereafter, and during the months of March and

April, A. D. 1870, said instrument last described was recorded in the office of the County Recorder of the several counties in which was situated any part of the lands granted by said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof.

The purpose, intent and effect of said last described instrument was and is not to operate as a sale or conveyance of any of the lands granted by the aforesaid Acts of Congress, but to constitute said defendant *Oregon and California Railroad Company* the successor of said East Side Company, to construct, complete and equip the line of railroad aforesaid, and, in aid thereof, to receive and exercise the grants, franchises and other benefits in that behalf extended by Congress as aforesaid, and upon all of the terms and conditions aforesaid, and not otherwise.

On said twenty-ninth day of March, A. D. 1870, said East Side Company, by action of its Board of Directors and its stockholders, became and was dissolved and since said last mentioned date, no corporate powers or franchises have ever been exercised by, or in the name of, said East Side Company.

On the fourth day of April, A. D. 1870, the defendant *Oregon and California Railroad Company*, through its Board of Directors, adopted a resolution in terms as follows:

*Whereas*, This company has purchased and taken an assignment from the Oregon Central Railroad Com-

pany, of Salem, Oregon, incorporated April 22, 1867, of all the railroad franchises and other property of such corporation, including all the right, title, interest and claim, both legal and equitable, absolute and contingent, of such corporation, of, in and to the lands and all other benefits granted to the Oregon Company by an Act of Congress entitled 'An Act to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approved July 25, 1866, and amendments thereto, therefore,

*Resolved*, That this company do accept the grant conferred by such Act of Congress, and all the benefits and emoluments therein or thereof granted, and upon the terms and conditions therein specified, and

*Resolved*, That the President and Secretary of this company be and they are hereby authorized and directed to file the assent of this company to such Act of Congress and amendments thereto, as aforesaid, in the office of the Secretary of the Interior, which shall be done by filing a copy of these resolutions in such office, certified to under seal of this company, and signed by the President and Secretary respectively.

*Resolved Further*, That a copy of the deed of assignment from said Oregon Central Railroad Company, certified to by the President and Secretary under the seal of this company, be also filed in such office of the Secretary of the Interior, and accompanying these resolutions."

On or about the twenty-eighth day of April, A. D.



1870, the defendant *Oregon and California Railroad Company* filed in the office of the Secretary of the Interior of the United States an authenticated copy of said last described resolution, and a certified copy of said instrument dated March twenty-ninth, A. D. 1870; and at all times thereafter said defendant *Oregon and California Railroad Company* has assumed and still assumes, to be the successor of said East Side Company and of all of its rights under said Acts of Congress, as aforesaid.

#### IV.

Having abandoned and waived all claim to the grants, franchises and other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, as hereinbefore set forth, said West Side Company did importune the Congress of the United States to extend to it, in lieu thereof, a similar grant of lands, franchises and other benefits pertaining to its aforesaid projected line of railroad, known as the "West Side Line;" and thereafter, by an Act entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May fourth, A. D. 1870, Congress in that behalf provided as follows:

*"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That for the purpose of aiding in the construction of a railroad and telegraph line from Portland to Astoria, and from a suitable point of junction near Forest Grove to the Yamhill river, near McMinnville, in the State of Oregon, there is hereby granted*

to the Oregon Central Railroad Company, now engaged in constructing the said road, and to their successors and assigns, the right of way through the public lands of the width of one hundred feet on each side of said road, and the right to take from the adjacent public lands materials for constructing said road, and also the necessary lands for depots, stations, side tracks, and other needful uses in operating the road, not exceeding forty acres at any one place; and also, each alternate section of the public lands, not mineral, excepting coal or iron lands, designated by odd numbers nearest to said road, to the amount of ten such alternate sections per mile, on each side thereof, not otherwise disposed of or reserved or held by valid pre-emption or homestead right at the time of the passage of this Act. And in case the quantity of ten full sections per mile cannot be found on each side of said road, within the said limits of twenty miles, other lands designated as aforesaid shall be selected under the direction of the Secretary of the Interior on either side of any part of said road nearest to and not more than twenty-five miles from the track of said road to make up such deficiency.

SEC. 2. *And be it further enacted*, That the Commissioner of the General Land Office shall cause the lands along the line of said railroad to be surveyed with all convenient speed. And wherever and as often as the said company shall file with the Secretary of the Interior maps of the survey and location of twenty or more miles of said road, the said Secretary shall cause the said granted lands adjacent to and coterminous with

such located sections of road to be segregated from the public lands; and thereafter the remaining public lands subject to sale within the limits of the said grant, shall be disposed of only to actual settlers at double the minimum price for such lands: *And provided, also,* That settlers under the provisions of the homestead Act who comply with the terms and requirements of said Act, shall be entitled, within the said limits of twenty miles, to patents for an amount not exceeding eighty acres each of the said ungranted lands, anything in this Act to the contrary notwithstanding.

SEC. 3. *And be it further enacted,* That whenever and as often as the said company shall complete and equip twenty or more consecutive miles of the said railroad and telegraph, the Secretary of the Interior shall cause the same to be examined, at the expense of the company, by three commissioners appointed by him; and if they shall report that such completed section is a first-class railroad and telegraph, properly equipped and ready for use, he shall cause patents to be issued to the company for so much of the said granted lands as shall be adjacent to and coterminous with the said completed sections.

SEC. 4. *And be it further enacted,* That the said alternate sections of land granted by this Act, excepting only such as are necessary for the company to reserve for depots, stations, side tracks, wood yards, standing ground, and other needful uses in operating the road, shall be sold by the company only to actual settlers, in quantities not exceeding one hundred and sixty acres

or a quarter section to any one settler, and at prices not exceeding Two Dollars and Fifty Cents per acre.

SEC. 5. *And be it further enacted*, That the said company shall, by mortgage or deed of trust to two or more trustees, appropriate and set apart all the net proceeds of the sales of the said granted lands, as a sinking fund, to be kept invested in the bonds of the United States, or other safe and more productive securities, for the purchase from time to time, and the redemption at maturity, of the first mortgage construction bonds of the company, on the road depots, stations, side tracks, and wood yards, not exceeding Thirty Thousand Dollars per mile of road, payable in gold coin not longer than thirty years from date, with interest payable semi-annually in coin not exceeding the rate of seven per centum per annum; and no part of the principal or interest of the said fund shall be applied to any other use until all the said bonds shall have been purchased or redeemed and cancelled; and each of the said first mortgage bonds shall bear the certificate of the trustees, setting forth the manner in which the same is secured and its payment provided for. And the District Court of the United States, concurrently with the State Courts, shall have original jurisdiction, subject to appeal and writ of error, to enforce the provisions of this section.

SEC. 6. *And be it further enacted*, That the said company shall file with the Secretary of the Interior its assent to this Act within one year from the time of its passage; and the foregoing grant is upon condition that said company shall complete a section of twenty or



more miles of said railroad and telegraph within two years, and the entire railroad and telegraph within six years, from the same date."

By said words "Oregon Central Railroad Company," in said last mentioned Act of Congress, the Congress of the United States intended to, and did, refer to said West Side Company. The line of railroad prescribed in said last mentioned Act, extending from the city of Portland to McMinnville, by way of Forest Grove, is the identical line of railroad theretofore projected by said West Side Company, as aforesaid.

On or about the second day of July, A. D. 1870, said West Side Company, through its Board of Directors, adopted a resolution in terms assenting to, and accepting, all of the aforesaid provisions of said last mentioned Act of Congress, and on or about the twentieth day of July, A. D. 1870, an authenticated copy of said last described resolution was, by said West Side Company, filed in the office of the Secretary of the Interior of the United States.

On or about the fifteenth day of August, A. D. 1870, all of the so-called capital stock of said West Side Company was acquired by the then owners of the so-called capital stock of said defendant *Oregon and California Railroad Company*, and thereafter all of the so-called capital stock of both of said companies was held by a single interest, and the affairs of said two companies were conducted virtually as a single enterprise until the dissolution of said West Side Company, as hereinafter stated.

## V.

All of the original capital stock of the defendant *Oregon and California Railroad Company*, and substantially all of the capital stock of said West Side Company, was issued without consideration, and, by reason of the premises, neither of said companies had any original capital or other funds for construction or other purposes, except such as was borrowed therefor.

By the issuance and negotiation or pledge of mortgage bonds and otherwise, approximately Eight Million Dollars was, during the year 1870, procured by said defendant *Oregon and California Railroad Company*, and approximately One Million Dollars was, during the year 1871, procured by said West Side Company; and, with the funds thus provided, the work of constructing the aforesaid lines of railroad respectively, was prosecuted until on or about the month of January, A. D. 1873. During said period of construction, said East Side Line was constructed and extended from said city of Portland to a point near Roseburg, a distance of approximately one hundred and ninety-seven (197) miles, (including said first section of twenty miles theretofore constructed), and said West Side Line was constructed and completed from said city of Portland to said McMinnville, by way of said Forest Grove, a distance of approximately forty-seven (47) miles.

On or about the said month of January, A. D. 1873, said funds became exhausted and both of said companies became bankrupt and insolvent, and because thereof, the

construction of both of said lines of railroad was abandoned; and, as to said East Side Line, was not resumed until the month of June, A. D. 1881, as hereinafter set forth; and, as to said West Side Line, was never resumed.

Because of the premises, on or about the twenty-fourth day of July, A. D. 1874, the direction and control of the financial affairs of said two companies were assumed and thereafter exercised by the then creditors thereof, organized under the name "Bondholders Committee." On or about the twenty-ninth day of February, A. D. 1876, all of the so-called capital stock of both of said companies was, for virtually a nominal consideration, acquired by said Bondholders Committee, and thereafter all of the affairs of said two companies were conducted by, and under the direction and control of, said Bondholders Committee.

On or about the sixth day October, A. D. 1880, for the purpose of merging said West Side Company into said defendant *Oregon and California Railroad Company*, and under the direction and influence of said Bondholders Committee, said West Side Company did execute and deliver to said defendant *Oregon and California Railroad Company* a certain instrument, in writing, purporting to assign, transfer and convey to said defendant *Oregon and California Railroad Company* all of the property of said West Side Company, including the right, title and interest of said West Side Company in and to the grants, franchises and other benefits of said Act of Congress approved May fourth, A. D.

1870; a copy of which said instrument is hereto attached marked "Exhibit C" and made a part of this bill.

The purpose, intent and effect of said last described instrument was and is not to operate as a sale or conveyance of any of the lands granted by said Act of Congress approved May fourth, A. D. 1870, but to constitute said defendant *Oregon and California Railroad Company* the successor of said West Side Company to construct, complete and equip the line of railroad aforesaid, and particularly that part thereof extending from Forest Grove to Astoria, and, in aid thereof, to receive and exercise the grants, franchises and other benefits in that behalf extended by Congress as aforesaid, and upon all of the terms and conditions aforesaid, and not otherwise.

On or about said sixth day of October A. D. 1880, said West Side Company, by action of its Board of Directors and its stockholders, became and was dissolved; and at all times thereafter said defendant *Oregon and California Railroad Company*, has assumed, and still assumes, to be the successor of said West Side Company, as aforesaid.

Substantially all transactions subsequent to said last mentioned date relate to and affect both of the aforesaid grants of land. Hereafter in this bill of complaint, for convenience, said grant of land created by said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof, will be described by the words "East Side Grant;" said grant of land created by said Act of Congress approved May fourth,



A. D. 1870, will be described by the words "West Side Grant;" and both of said grants will be described by the words "said land grants."

## VI.

On or about the seventh day of May, A. D. 1881, the financial affairs of the defendant *Oregon and California Railroad Company* were adjusted in manner following: All of its former capital stock was, by action of its Board of Directors and its stockholders, canceled, for the reasons hereinbefore set forth; the amount of its capital stock was then established, and at all times since has remained, and still is, in the total sum of Nineteen Million Dollars (\$19,000,000), composed of Twelve Million Dollars so-called preferred stock and Seven Million Dollars so-called common stock; and in payment of its then existing indebtedness, with accrued interest thereon, all of said new capital stock was then issued, and ever since has been, and still is, outstanding. By the issuance of said new capital stock, and by the use of a part of the proceeds of a new bond issue hereinafter referred to all of its then existing indebtedness was fully paid and discharged, and the several mortgages and other instruments purporting to secure the same, were canceled and satisfied.

On or about the second day of June, A. D. 1881, the defendant *Oregon and California Railroad Company* executed and delivered to Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, as Trustees for the owners and holders of said preferred stock so-

called, a certain instrument, in writing, purporting to convey to said Trustees all of the lands of both of said land grants, in trust to secure to the owners of said preferred stock so-called, some pretended right or interest in or to said lands, and for certain other purposes, as more particularly appears in said instrument, a copy of which is hereto attached, marked "Exhibit D" and made a part of this bill.

Said deed of trust last described purports to convey, and purports to authorize said Trustees and their successors to sell and convey, said lands to persons other than actual settlers, and in quantities greater than one-quarter section to one purchaser, and for a price exceeding Two Dollars and Fifty Cents per acre, and for purposes other than those prescribed in and by said land grants respectively; and because thereof, and otherwise, said deed of trust was and is in violation and breach of the aforesaid terms, conditions and provisions of each of said land grants respectively.

On or about the twenty-eighth day of June, A. D. 1881, said deed of trust was recorded in the office of the County Recorder of Multnomah County, in the State of Oregon, in Book 27 of Mortgages, at page 179; and thereafter, and at about the same time, was recorded in the office of the County Recorder of the several counties in which was situated any part of the lands granted by either of said land grants.

Thereafter such proceedings were had and action taken under the terms of said deed of trust, and by and with the consent and co-operation of the defendant

*Oregon and California Railroad Company*, that the defendant *Stephen T. Gage* became, and he now is, the sole surviving Trustee thereunder; and said defendant *Stephen T. Gage*, individually, and as Trustee as aforesaid, and the defendant *Southern Pacific Company* as the present owner of all of said preferred stock so-called, claim and assert some right, title, interest or lien in, to or upon said lands or some part thereof, under and by virtue of said deed of trust; but because of the premises, neither of said defendants has any right, title, interest or lien in, to or upon any part of said lands.

By the issuance and negotiation of two separate issues of its corporate bonds, bearing date June first, A. D. 1881, and May twenty-sixth, A. D. 1883, respectively (known and described as "First Mortgage Bonds" and "Second Mortgage Bonds" respectively), the defendant *Oregon and California Railroad Company* did provide further construction funds aggregating approximately Five Million Dollars, and on or about the month of June, A. D. 1881, the work of constructing said East Side Line was resumed, and thereafter was continued until on or about the month of January, A. D. 1884. During said last mentioned period of construction, said East Side Line was constructed and extended from said Roseburg to a point about one and one-quarter miles southerly from Ashland, in the State of Oregon, a total distance of approximately one hundred and forty-five (145) miles.

On or about the said month of January, A. D. 1884, said last mentioned construction funds became exhausted,

the defendant *Oregon and California Railroad Company* again became bankrupt and insolvent, and the work of construction was again abandoned, and was not resumed until the month of April, A. D. 1887, as hereinafter set forth.

On or about the nineteenth day of January, A. D. 1885, said First and Second Mortgage Bonds being still outstanding, in a suit then instituted and pending in the Circuit Court of the United States for the District of Oregon, wherein certain of the holders of said First Mortgage Bonds were plaintiffs, and said defendant *Oregon and California Railroad Company* and others were defendants, the railroad lines and other property of said defendant *Oregon and California Railroad Company* were placed in the hands of a Receiver then and there appointed therefor by said Court.

On or about the twelfth day of May, A. D. 1887, and during the pendency of said receivership, the defendant *Southern Pacific Company* acquired, and thereafter exercised ownership and control of said defendant *Oregon and California Railroad Company*, as hereinafter more specifically set forth; and, subsequently, under the direction and influence of said defendant *Southern Pacific Company*, certain breaches and violations of the terms and conditions of said land grants respectively hereinafter complained of were committed.

And to the end that Your Honors may be further advised in the premises, and particularly concerning the nature and purpose of the several negotiations and transactions pertaining to, and resulting in, the absorption



of the defendant *Oregon and California Railroad Company* by the defendant *Southern Pacific Company* (in paragraph VII hereof, set forth), your Orator says, that on and prior to said twelfth day of May, A. D. 1887, the general status of said land grants was as follows, to wit:

Under said East Side grant, during the years 1871 to 1877 inclusive, patents for approximately 323,000 acres of land (being lands contiguous to the first 125 miles of said East Side Line), were applied for by, and issued to, the defendant *Oregon and California Railroad Company* as the successor of said East Side Company; except as aforesaid, no patents under said East Side grant were issued until the year 1893.

Under said West Side grant, no patents were ever issued prior to the year 1895.

The total length of said East Side Line is approximately 367 miles; with the exception of the northerly 197 miles thereof, no part of said East Side Line was constructed within the times prescribed by the terms of said East Side grant; and on said twelfth day of May, A. D. 1887, the southerly portion thereof, extending from Ashland to the southern boundary line of the State of Oregon, still remained unconstructed. Of the West Side Line, that part thereof extending from Forest Grove to Astoria, was never constructed, and because of the premises, the aforesaid granted lands contiguous to said unconstructed portion, were, by Act of Congress approved January thirty-first, A. D. 1885, entitled, "An Act to declare forfeiture of certain lands granted to aid

in the construction of a railroad in Oregon," forfeited to, and the ownership thereof resumed by, the United States of America.

Of the aforesaid granted lands, approximately 250,000 acres had been sold prior to said twelfth day of May, A. D. 1887; and your Orator is informed and believes, and therefore states, that nearly all of the lands so disposed of were sold to actual settlers, and in small quantities, although in many instances in quantities and for prices slightly in excess of the aforesaid limitations prescribed by said land grants respectively.

## VII.

On or about the month of January, A. D. 1885, a certain railroad syndicate known as the "Southern Pacific System," controlling substantially all railroad lines in the southwestern part of the United States, and particularly on the Pacific Coast south of the State of Oregon, including the Central Pacific Railroad Company (which had theretofore become the successor to the grants, franchises and other benefits in the *State of California*, under said Act of Congress approved July twenty-fifth, A. D. 1866), organized, under the general incorporation law of the State of Kentucky, the defendant *Southern Pacific Company*, as a general holding company for said syndicate; and, on or about the month of March, A. D. 1885, said defendant *Southern Pacific Company* acquired, and ever since has exercised, a controlling interest in each of the corporations constituting said Southern Pacific System; and, at about the same

time, became, and ever since has been, the lessee of each of said corporations, whereby it came into possession of, and at all times thereafter has operated, all of said railroad lines.

Several of the constituent companies of said Southern Pacific System held lands granted by the United States in aid of the construction of their respective lines of railroad, aggregating many millions of acres. Shortly after its organization, the defendant *Southern Pacific Company* established a general land department, with offices at the city of San Francisco, in the State of California, under the charge of a certain officer known as its land agent, and thereupon assumed, and thereafter exercised, through its said land agent, control over the handling and disposing of all of the lands of its constituent companies.

Shortly after the affairs of said defendant *Oregon and California Railroad Company* were placed in the hands of a Receiver, as hereinbefore set forth, said defendant *Southern Pacific Company*, designing to extend its aforesaid railroad system and its aforesaid land holdings by acquiring ownership and control of the defendant *Oregon and California Railroad Company*, in that behalf entered into negotiations with said defendant *Oregon and California Railroad Company* and the bondholders and stockholders thereof and certain other parties hereinafter named; and, for the purpose thereof, the stockholders of said defendant *Oregon and California Railroad Company* became and were organized under the name "Stockholders Committee," certain of

the owners of the aforesaid mortgage bonds became and were organized under the name "Frankfort Bondholders Committee," and certain other of the owners of said bonds became and were organized under the name "London Bondholders Committee," said Bondholders Committees representing the owners of substantially all of the aforesaid First and Second Mortgage Bonds of said company.

On or about the twenty-eighth day of March, A. D. 1887, a certain contract in writing was entered into by and between said defendant *Southern Pacific Company*, said defendant *Oregon and California Railroad Company*, the defendant *Union Trust Company*, said Stockholders Committee, said London Bondholders Committee, said Frankfort Bondholders Committee, and the Pacific Improvement Company (a corporation organized as hereinafter set forth), a copy of all of the terms of which contract is hereto attached marked "Exhibit E" and made a part of this bill.

By virtue of said last described contract, all of the corporate securities of the defendant *Oregon and California Railroad Company* were acquired by the defendant *Southern Pacific Company*, as hereinafter set forth; and the general purpose and effect of said contract were such that said defendant *Oregon and California Railroad Company* (together with its said lines of railroad), was absorbed by, and merged into, said Southern Pacific System, and the independent corporate existence thereof virtually ceased. But it manifestly appears from the subsequent conduct of said defendant *Southern Pacific*



*Company*, and your Orator charges and states, that at the time of the negotiation and execution of said last described contract, it was the purpose and design of said defendant *Southern Pacific Company* to secure control of the aforesaid land grants, and to divert the same from the aforesaid lawful uses and purposes thereof, to the exclusive use, benefit and enrichment of said defendant *Southern Pacific Company*; and to that end, said last described contract was, by the parties thereto, so conditioned, and the conditions, options and provisions thereof were so exercised and performed, that said defendant *Southern Pacific Company* did thereafter maintain said defendant *Oregon and California Railroad Company* a corporation in name and form only, as a mere instrumentality and device, to accomplish, and at the same time to conceal its aforesaid purpose and design, and in that behalf to obtain and dispose of said lands in the name of, and under the guise and pretense of the administration and exercise of the aforesaid land grants by, the defendant *Oregon and California Railroad Company*; and to that end, certain proceedings were had and transactions entered into, including that certain contract of lease and that certain mortgage deed hereinafter set forth.

Pursuant to the terms of said contract of March twenty-eighth, A. D. 1887, on or about the twelfth day of May, A. D. 1887, all of the capital stock and all of said Second Mortgage Bonds of said defendant *Oregon and California Railroad Company* were transferred, assigned and delivered to said Pacific Improvement

Company; and all of said First Mortgage Bonds were transferred, assigned and delivered to the defendant *Southern Pacific Company*.

During all the times mentioned in this bill as to it, said Pacific Improvement Company was a corporation organized and existing under the laws of the State of California, and wholly owned, controlled and directed by the owners of a majority of the capital stock of the defendant *Southern Pacific Company*. The defendant *Southern Pacific Company* was the actual purchaser of said capital stock and said Second Mortgage Bonds, and paid all the purchase price therefor, and said Pacific Improvement Company never had any beneficial interest therein; but, under the direction and influence of said defendant *Southern Pacific Company*, said Pacific Improvement Company was made a nominal party to said contract of March twenty-eighth, A. D. 1887, for the purpose of concealing the true facts in the premises.

Said Pacific Improvement Company held said capital stock of the defendant *Oregon and California Railroad Company* for the use and benefit of the defendant *Southern Pacific Company*, until on or about the ninth day of April, A. D. 1901, and on or about said last mentioned date, all of said capital stock was transferred to the defendant *Southern Pacific Company*, which, at all times thereafter, has been, and still is, the owner and holder thereof. At all times since said twelfth day of May, A. D. 1887, the defendant *Southern Pacific Company* has controlled and directed the election of directors and officers of said defendant *Oregon and Cali-*

*for*nia Railroad Company, and has directed and controlled the management and conduct and all of the corporate acts of said defendant *Oregon and California Railroad Company*, including all transactions and proceedings in this bill set forth.

Pursuant to the terms of said contract of March twenty-eighth, A. D. 1887, on or about the third day of January, A. D. 1888, the defendant *Southern Pacific Company* and the defendant *Oregon and California Railroad Company* entered into a certain contract of lease in writing, bearing date the first day of July, A. D. 1887, whereby all of the railroad and telegraph lines and other property of the defendant *Oregon and California Railroad Company* were leased to the defendant *Southern Pacific Company* for the term of forty years, upon certain terms and conditions, all of which more specifically appear in said instrument, a copy of all of the terms of which is hereto attached, marked "Exhibit F," and made a part of this bill; which said contract of lease remained in full force and effect until on or about the first day of August, A. D. 1893, upon which last named date the defendant *Southern Pacific Company* and the defendant *Oregon and California Railroad Company* entered into a further contract of lease in writing, bearing date the first day of August, A. D. 1893, whereby all of the railroad and telegraph lines and other property of the defendant *Oregon and California Railroad Company* were leased to the defendant *Southern Pacific Company* for the term of thirty-four years, upon certain terms and conditions, all of which more specifically

appear in said instrument, a copy of all of the terms of which is hereto attached, marked "Exhibit G," and made a part of this bill; which said last described contract of lease at all times since said first day of August, A. D. 1893, has been, and still is, in full force and effect. Pursuant to said contracts of lease, the defendant *Southern Pacific Company* did, on or about the sixth day of June, A. D. 1888, enter into possession of all of the property leased as aforesaid, and at all times thereafter has been, and still is, in full possession thereof, and engaged in the operation of said lines of railroad, and during all of said times has enjoyed, and still is enjoying, all of the benefits and profits thereof.

Pursuant to the terms of said contract of March twenty-eighth, A. D. 1887, and under the direction and influence of the defendant *Southern Pacific Company*, on or about the third day of January, A. D. 1888, the defendant *Oregon and California Railroad Company* executed and delivered to the defendant *Union Trust Company* a certain instrument in writing, bearing date of July first, A. D. 1887, purporting to mortgage and convey in trust to the defendant *Union Trust Company*, certain of the property of the defendant *Oregon and California Railroad Company*, for certain purposes, and upon certain terms and conditions therein expressed, and, among others, to secure the payment of certain bonds thereafter to be issued and negotiated in the name of said defendant *Oregon and California Railroad Company*, a copy of which said instrument is hereto attached, marked "Exhibit H," and made a part of this



bill.

By that certain provision of said instrument last described, to wit:

“And all the property, real, personal or mixed, which on the twelfth day of May, 1887, was covered by the mortgage securing the then existing First Mortgage Bonds of the Oregon and California Railroad Company,”

reference was had, and intended to be had, to a certain deed of trust, executed by said defendant *Oregon and California Railroad Company* to Henry Villard, Horace White and Charles Edward Bretherton, as Trustees, bearing date June first, A. D. 1881, a copy of which is hereto attached, marked “Exhibit I,” and made a part of this bill.

On or about the eighteenth day of January, A. D. 1888, said mortgage deed bearing date July first, A. D. 1887, was recorded in the office of the County Recorder of Multnomah County, in the State of Oregon, in Book 63 of Mortgages, at page 437; and thereafter, and about the same time, was recorded in the office of the County Recorder of the several counties in which was situated any part of the lands granted by either of said land grants.

Pursuant to the premises, the defendant *Oregon and California Railroad Company* did execute, and the defendants *Southern Pacific Company* and *Union Trust Company* did negotiate and deliver, certain of the bonds provided for by said mortgage deed bearing date July first, A. D. 1887, said bonds bearing even date there-

with, of which approximately Seventeen Million, Five Hundred Thousand Dollars (\$17,500,000) in amount are still outstanding, the exact amount whereof is to your Orator unknown. All of said bonds inured to the exclusive benefit of the defendant *Southern Pacific Company* and were used by the defendant *Southern Pacific Company* to purchase the securities of the defendant *Oregon and California Railroad Company*, as aforesaid, and to complete the construction of, and improve, the lines of railroad leased by it as aforesaid. By reason of the premises, said bonds in fact represent and constitute the indebtedness of the defendant *Southern Pacific Company*; and the payment of all of said bonds, both as to principal and interest, was and is, by endorsement thereon in writing, guaranteed by the defendant *Southern Pacific Company*.

In so far as said mortgage deed bearing date July first, A. D. 1887, relates to any of said granted lands, if at all, it purports to convey, and purports to authorize the defendant *Union Trust Company* and its successors to sell and convey, said lands to persons other than actual settlers, and in quantities greater than one-quarter section to one purchaser, and for a price exceeding Two Dollars and Fifty Cents per acre, and for purposes other than those prescribed in and by said land grants respectively; and because of the premises in this bill set forth, said mortgage deed was and is in violation and breach of the aforesaid terms, conditions and provisions of each of said land grants respectively.

The defendant *Union Trust Company*, individually,

and as Trustee for the holders and owners of said bonds, claims some right, title, interest or lien, in, to or upon some of said granted lands, under and by virtue of said mortgage deed bearing date July first, A. D. 1887; but because of the premises, the defendant Union Trust Company has no right, title, interest or lien, in, to or upon any of said lands, either in its own behalf, or as Trustee as aforesaid.

In the meantime and during the year 1887 (commencing in the month of April and ending in the month of December), the last section of said East Side Line, extending from Ashland aforesaid to the southern boundary line of the State of Oregon, was constructed by said Pacific Improvement Company, under some form of contract with the defendant *Southern Pacific Company*, the particulars whereof are to your Orator unknown; but, in furtherance of its aforesaid purpose and design, on or about the sixth day of June, A. D. 1887, the defendant *Southern Pacific Company* did instigate and cause the defendant *Oregon and California Railroad Company* and said Pacific Improvement Company to enter into a certain contract, by the terms of which the defendant *Oregon and California Railroad Company* agreed to pay for said work of construction in its said bonds thereafter to be issued and guaranteed by the defendant *Southern Pacific Company*, as hereinbefore set forth. And your Orator says that in truth and in fact, at the time of the execution of said contract of June sixth, A. D. 1887, a large part of said work of construction had been performed under some prior

contract, as hereinbefore set forth.

On or about the sixth day of June, A. D. 1888, the aforesaid receivership proceedings were dismissed and said Receiver was discharged; all of said First Mortgage Bonds and said Second Mortgage Bonds (not including said issue of bonds dated July 1st, A. D. 1887), together with all mortgages and trust deeds securing the payment thereof, were canceled and discharged; and thereupon the defendant *Southern Pacific Company* entered into possession of all of the property of the defendant *Oregon and California Railroad Company* pursuant to the terms of said contract of lease, as hereinbefore set forth.

### VIII.

Immediately after said sixth day of June, A. D. 1888, the defendant *Southern Pacific Company*, through its aforesaid land department, assumed, and at all times thereafter has exercised, absolute control over the disposition and sale of the aforesaid granted lands of the defendant *Oregon and California Railroad Company*; conducting all business, however, in the name of the latter company.

Until about the year 1893, there was no marked change in the manner of the disposition of said lands, but, in the meantime, and under the direction and influence of the defendant *Southern Pacific Company*, preparations were made for the future exploitation of said land grants, to wit:

On or about the month of June, A. D. 1888, a large force of timber cruisers and land examiners was organ-



ized and thereafter was kept employed until all of said lands had been examined and appraised and prices fixed thereon without regard to the aforesaid limitations prescribed by said land grants; and your Orator says, that as to at least eighty per cent (80%) of all of said granted lands, the first sale price fixed thereon and the lowest price for which the same were ever offered for sale was greatly in excess of the sum of Two Dollars and Fifty Cents per acre.

During the years 1891 and 1892, anticipating and seeking to evade responsibility for the contemplated violations of the terms and conditions of said grants, and under the direction and influence of the defendant *Southern Pacific Company*, the defendant *Oregon and California Railroad Company* and the defendant *Union Trust Company* adopted quit-claim form of contracts and conveyances for use in making sales of said lands, and thereafter refused to contract for, or give, any other form of conveyance, except in cases where, by prior contracts, the defendant *Oregon and California Railroad Company* had obligated itself to do otherwise.

Commencing with about the year 1891, patents were rapidly applied for and obtained, the amount patented under said East Side grant, commencing with the year 1893, aggregating approximately 2,450,000 acres, and the amount patented under said West Side grant, commencing with about the year 1895, aggregating approximately 128,000 acres, being the only patents ever applied for or issued under said West Side grant. No patents have been issued since the year 1906, under either

of said land grants, for reasons hereinafter explained.

In the meantime, the defendant *Southern Pacific Company* was engaged in developing a market and demand for said lands among wealthy land speculators and timber men, aided in that behalf by its well-equipped organization therefor, and by an extensive acquaintance previously established by said land department in the sale and disposition of its other land holdings hereinbefore mentioned. A sudden and rapidly increasing demand for said lands in large quantities and at rapidly increasing prices, was developed, commencing with about the year 1894.

Taking advantage of the opportunity to violate the terms and conditions of said land grants, promoted and developed as aforesaid, the defendant *Oregon and California Railroad Company*, under the direction and influence of the defendant *Southern Pacific Company*, from about the year 1894 until about January first, A. D. 1903, sold and disposed of said granted lands in manner and upon terms in violation and breach of the aforesaid terms and conditions of said land grants respectively, and with the sole object of securing the greatest possible financial benefit therefrom; and in that behalf a large quantity of said lands was sold to speculators and others than actual settlers, and for speculation and purposes other than actual settlement, and in quantities greatly in excess of one-quarter section to one purchaser, to wit: in quantities from one thousand to forty-five thousand acres to a single purchaser, and for prices greatly in excess of \$2.50 per acre, to wit: for prices from \$5 to

\$40 per acre.

Of said granted lands the defendant *Oregon and California Railroad Company* (in manner aforesaid) has heretofore made approximately 5,306 sales, aggregating approximately 820,000 acres, that is to say:

	<i>Sales.</i>	<i>Acres.</i>
Sales in quantities not exceeding one-quarter section . . . . .	4930	296,000
Sales in quantities exceeding one-quarter section . . . . .	376	524,000

Substantially all of said 524,000 acres sold in quantities exceeding a quarter section to one purchaser as aforesaid (and a considerable portion of said other lands sold as aforesaid), were sold to speculators and others than actual settlers and for the purpose of speculation and not for the purpose of settlement and for prices greatly in excess of two dollars and fifty cents per acre. And of said 524,000 acres sold in quantities exceeding one-quarter section to one purchaser as aforesaid, approximately 478,000 acres (or about 90 per cent thereof) were sold or conveyed since the year 1897; and of said 478,000 acres, approximately 370,000 acres were sold to 38 purchasers in quantities exceeding 2,000 acres to each purchaser.

Nearly all sales were made by contracts providing for payment of purchase price in from five to ten equal annual installments, and execution of conveyance upon final payment. And although sales were suspended on or about January first, A. D. 1903, as hereinafter stated, many contracts of sale were then pending, as to which

the installments falling due have been collected and conveyances executed from time to time down to and including the present, and many of such contracts are still pending.

Of the total sales made as aforesaid, approximately 4,476 have been fully executed and conveyances given aggregating approximately 646,000 acres; and approximately 830 executory contracts are still pending, aggregating approximately 174,000 acres.

For the more specific information of Your Honors, your Orator has prepared a schedule setting forth all said conveyances heretofore made and all said pending contracts, stated separately as to each of said land grants, which schedule is hereto attached, marked "Exhibit J," and made a part of this bill. In said schedule, conveyances are appropriately classified by years, and also according to quantity of land conveyed and purchase price; pending contracts are classified according to quantity of land sold. Your Orator is not informed as to the exact time said pending contracts were negotiated or executed or as to the exact purchase price thereof; but your Orator is informed and believes and therefore states, that all of said pending contracts were negotiated and entered into since the first day of January, A. D. 1898, and prior to the first day of January, A. D. 1903, and that the average purchase price thereof is approximately Ten Dollars per acre. Said schedule (Exhibit J) was compiled on the first day of July, A. D. 1908, but no subsequent transactions affect the matters therein stated, except that a few of said pending contracts have



since said compilation matured and merged into final conveyances.

As to the statements contained herein (including said Exhibit J) concerning the number of sales, quantity of land sold, and the purchase price thereof, transactions consisting of executory contracts of sale, which were rescinded or cancelled for any reason, and which therefore neither merged into deeds nor constitute pending contracts at the present time, are not included in any of said computations. Transactions relating to that part of said West Side grant which was forfeited to your Orator, as aforesaid, are not included in said computations.

Except as otherwise specifically stated, all statements in this bill concerning the manner of selling and disposing of said lands, apply to each of said land grants.

As between the parties thereto, said mortgage deed bearing date July first, A. D. 1887, to the defendant *Union Trust Company*, has been treated as a lien upon all of said granted lands which remained unsold on the twelfth day of May, A. D. 1887. As to all lands of the last described class which have been sold since said twelfth day of May, A. D. 1887, the defendant *Union Trust Company* has received substantially all of the purchase price, and has joined in the execution of all conveyances. The exact amount thus received by the defendant *Union Trust Company*, and the specific application thereof, are to your Orator unknown; but your Orator says that the proceeds of all sales made since said twelfth

day of May, A. D. 1887, have inured to the exclusive benefit of the defendant *Southern Pacific Company*, by application in payment of the aforesaid bonds guaranteed by the defendant *Southern Pacific Company*, or otherwise.

## IX.

In the month of October, A. D. 1901, the defendant *Southern Pacific Company*, with all of its constituent lines, became merged into that certain railroad system known as the "Harriman Lines," which said railroad system at all times thereafter has held a monopoly of railroad transportation affecting a large part of the United States, and particularly in the State of Oregon, south of Portland.

Thereupon a land department was organized and established at the city of San Francisco, to handle, exploit and manipulate all of the lands of the constituent companies of said Harriman Lines, including the aforesaid land grants of the defendant *Oregon and California Railroad Company*. All transactions concerning the last named land grants were conducted as before in the name of the defendant *Oregon and California Railroad Company*. Sales were continued as before until on or about January first, A. D. 1903.

On said first day of January, A. D. 1903, there remained unsold of said granted lands approximately 2,373,000 acres, consisting of approximately 2,080,000 acres which have been heretofore patented under said land grants, and approximately 293,000 acres of unpat-

ented lands which are now claimed by the defendant *Oregon and California Railroad Company* under and by virtue of said land grants. Said lands remaining unsold as aforesaid will hereinafter be described by the words "said unsold lands."

Approximately 1,800,000 acres of said unsold lands are situated southerly from Eugene, and constitute nearly one-half, in alternate sections, of all lands within approximately forty miles of said line of railroad from Eugene to the southerly boundary line of the State of Oregon, only a small portion of said granted lands in that part of the East Side grant having ever been sold. The territory in which said unsold lands are situated was and is wholly dependent for railroad transportation on the railroad lines of the defendant *Oregon and California Railroad Company*, now operated by the defendant *Southern Pacific Company* as one of the constituent companies of said Harriman Lines as aforesaid.

Since said first day of January, A. D. 1903, and particularly during the last preceding two years, certain persons exceeding one thousand in number have severally applied to the defendant *Oregon and California Railroad Company* to purchase certain of said unsold lands in quantities not exceeding one hundred and sixty acres, or a quarter section to each one of them, said applicants to purchase intending and desiring to purchase said lands so applied for by them respectively for the purpose of actually settling thereupon and making a permanent home thereof, and several of said applicants to purchase having actually settled and established a permanent

home upon the land so applied for by them respectively; and at the time of said applications to purchase each of said applicants did tender to the defendant *Oregon and California Railroad Company* the sum of Two Dollars and Fifty Cents for each acre of the lands so applied for as the purchase price thereof.

And in addition to the said applicants to purchase, a large number of persons are ready and willing to settle upon said lands, and to purchase the same for the purpose of actual settlement thereupon and of making a permanent home thereof, in quantities, for the price, and upon terms as prescribed by said land grants respectively, but are deterred therefrom by the defendant *Oregon and California Railroad Company*, as hereinafter stated.

Notwithstanding the premises, and in violation and breach of the aforesaid terms and conditions of said land grants respectively, the defendant *Oregon and California Railroad Company*, under the direction and influence of the defendant *Southern Pacific Company* as one of the constituent companies of said Harriman Lines, on or about the first day of January, A. D. 1903, withdrew from sale all of said unsold lands, and at all times thereafter has refused, and still refuses, to sell any part thereof to actual settlers or for purposes of actual settlement, or in quantities or for prices as prescribed by the terms of said land grants respectively, or at all; and particularly has at all times refused, and still does refuse, to entertain any of the aforesaid applications to purchase, or to sell any of the lands applied for as aforesaid, to the persons aforesaid, upon the terms aforesaid, or upon any



terms whatsoever. And ever since said first day of January, A. D. 1903, the defendant *Oregon and California Railroad Company* has not only failed and neglected to encourage or promote the settlement of said lands, or the purchase thereof by actual settlers, or for the purpose of actual settlement, but by divers means and methods has at all times discouraged, obstructed, forbidden and prevented the settlement of said lands or any part thereof, and the purchase thereof or any part thereof, upon the terms prescribed by said land grants, or otherwise, by actual settlers or for the purpose of actual settlement.

Since said first day of January, A. D. 1903, the defendant *Oregon and California Railroad Company* has assumed, and now asserts, an absolute and unconditional estate in and to all of said unsold lands, and has attempted, and still does attempt, to convert its aforesaid conditional estate into an unconditional estate, in violation and breach of the aforesaid terms and conditions of said land grants. And by reason of the aforesaid nominal corporate character of the defendant *Oregon and California Railroad Company*, and the further premises herein set forth, the unconditional estate so asserted in its name has inured to the benefit of, and has been exercised by, the defendant *Southern Pacific Company* as one of the constituent companies of said Harriman Lines. The practical effect of the premises is the same as if all of said unsold lands had been conveyed to the defendant *Southern Pacific Company* for the use and benefit of said railroad syndicate.

By reason of the premises, and in violation of the express terms and conditions as well as the plain intentment of said land grants respectively, all of said unsold lands, and the full value thereof, have been converted to the use and benefit of the defendant *Southern Pacific Company*, as one of the constituent companies of the said **Harriman Lines**; and a virtual land monopoly has been created, and ever since said first day of January, A. D. 1903, has been maintained, and hereafter will be maintained, for the selfish uses and purposes of the defendant *Southern Pacific Company* and said railroad syndicate, enabling said railroad syndicate, among other things, to control and restrict commercial and industrial development of the territory tributary to said line of railroad, and thereby prevent the construction and establishment of competing railroad lines, which would naturally be attracted by the increase in production that would attend a normal and unrestricted development of industrial and commercial resources, if said granted lands should be sold to actual settlers and for the purpose of actual settlement pursuant to the terms and conditions of said land grants.

And your Orator says, that because of the premises, the industrial and commercial development of those portions of the State of Oregon wherein are situated said unsold lands, has been, and will continue to be, seriously retarded if not completely checked.

Except as otherwise specifically stated, all statements herein contained concerning the withdrawal of said lands from sale, the circumstances, purposes and

effects thereof, together with the subsequent opportunities to sell said lands to actual settlers and for the purpose of actual settlement, and the conduct of the defendant *Oregon and California Railroad Company* in relation thereto, apply to each of said land grants.

A schedule of all of said unsold lands which have heretofore been patented, described by governmental subdivision, tabulated by counties, and separately stated as to each of said land grants, is hereto attached, marked "Exhibit K," and made a part of this bill. Said schedule has been prepared from the annual return of said lands for purposes of taxation, made by the defendant *Oregon and California Railroad Company* to the County Assessors of the several counties in which said lands are situated; said annual tax returns purport to contain all of said granted lands which have been heretofore patented and which remain unsold, and your Orator is informed and believes, and therefore states, that the same is correct, but concerning which a full discovery is desired herein. Your Orator is unable to set forth with particularity the unpatented lands claimed as aforesaid, as to which, therefore, a full discovery is desired.

None of said unsold lands have ever been reduced to possession, or in any way improved, unless it be by persons claiming to have settled thereupon, and seeking to purchase the same, as hereinbefore, and hereinafter stated. The reasonable present value of said unsold lands exceeds the sum of \$40,000,000.

None of said unsold lands now are, or ever were,

necessary to reserve for depots, stations, side tracks, wood sheds, standing ground, or any other needful uses in operating any of said railroad lines or any part thereof, and no part of said lands ever was reserved or used, or now is reserved or used, or is intended to be reserved or used, for any of said purposes.

X.

In addition to the purchase price received from the aforesaid sales of said lands, the defendant *Oregon and California Railroad Company* has received and enjoyed certain other benefits on account of said granted lands, to wit:

A large number of contracts of sale have been forfeited because of defaults in payment of the annual installments falling due thereon, and the installments previously paid have been retained. Your Orator is not advised as to the exact amount realized in this manner, but is informed and believes, and therefore states, that it exceeds the sum of One Hundred Thousand Dollars (\$100,000). A full discovery in the premises is hereby sought.

A considerable portion of said lands has, from time to time, been leased for certain rentals paid therefor to the defendant *Oregon and California Railroad Company*. Your Orator is not advised as to the amount realized in this manner and a full discovery in the premises is hereby sought.

The defendant *Oregon and California Railroad Company* has cut and used large quantities of timber grow-



ing upon said lands, and has also sold large quantities of said timber, receiving the consideration therefor. Your Orator is not advised as to the amount realized in this manner, but is informed and believes, and therefore states, that it exceeds the sum of Two Hundred Thousand Dollars (\$200,000). A full discovery in the premises is hereby sought.

And in divers other ways the defendant *Oregon and California Railroad Company* has received and enjoyed financial benefits on account of said granted lands, the particulars concerning which are unknown to your Orator, and a full discovery in the premises is hereby sought.

## XI.

The defendant *Oregon and California Railroad Company* has repeatedly threatened, and still threatens to, and will, unless restrained therefrom, sell, contract for sale, convey, or in some manner encumber or impair the title of, said unsold lands or some part thereof, in violation of the terms and conditions of said land grants respectively; and the defendant *Oregon and California Railroad Company* has heretofore cut large quantities of the timber growing upon said unsold lands and has otherwise committed waste thereupon, and by contract and otherwise, has permitted and invited others so to do; and the defendant *Oregon and California Railroad Company* threatens to, and will, unless restrained therefrom by this Court, continue to commit waste upon said unsold lands and particularly as to the timber and other natural products thereof, and will continue to permit, contract

for and invite others so to do, to the great and irreparable injury of your Orator in the premises.

## XII.

Until the year 1894 there was substantially no demand for said granted lands, except for the purpose of settlement and by persons of limited means able to purchase said lands only in small quantities and at reasonable prices, and nearly all sales were of that character. During a large part of said period, the defendant *Oregon and California Railroad Company* maintained an immigration bureau, engaged in inducing immigration and settlement upon said lands, and ostensibly was not otherwise engaged in soliciting or promoting sales. By reason of the premises, the occasional violations of the terms and conditions of said land grants occurring during said period, were concealed and were generally unknown, until ascertained by your Orator as hereinafter stated.

As hereinbefore set forth, a sudden demand arose for said lands commencing about the year 1894, among wealthy speculators and timber men, promoted and developed as aforesaid; and the greater part of the substantial wrongs and violations herein complained of were committed subsequent to that time. But your Orator says that nearly all of the sales consummated after that time were made by executory contracts of sale, which were not placed of record, and which did not merge into deeds for many years thereafter, and a considerable portion of which are still pending. Many of the conveyan-

ces for excessive quantities of said lands were not placed of record until recently, and many are still unrecorded. In many instances of sales in excessive quantities, the lands were attempted to be conveyed by several deeds, each of which was for a small quantity of land, whereby the true facts were concealed.

On or about the first day of January, A. D. 1903, all of said unsold lands were withdrawn from sale, and thereafter converted to certain wrongful and unlawful uses and purposes, as hereinbefore set forth. But, designing to conceal the premises from your Orator and the general public, the defendant *Oregon and California Railroad Company* has, from time to time, falsely and deceitfully represented that said lands were withdrawn from sale for divers temporary reasons, and with the intention of resuming the sale thereof. An alleged confusion of the records of said land department, the alleged destruction of said records during the San Francisco fire, and other similar excuses were successively used to conceal the true character of said transaction.

### XIII.

By reason of the premises, the several wrongful and unlawful transactions in this bill complained of, were concealed from, and wholly unknown to, your Orator, until ascertained as hereinafter stated. On or about the 14th day of February, A. D. 1907, because of the great injury inflicted upon commercial and industrial conditions as aforesaid, and it having become manifest that the several aforesaid representations concerning the

withdrawal of said lands from sale were false, the Legislature of the State of Oregon adopted and communicated to your Orator a certain memorial charging in general terms, the true facts in the premises (a copy of which memorial is hereto attached, marked "Exhibit L," and made a part of this bill); whereupon the further issuance of patents was suspended, and an investigation of the subject was instituted by your Orator, through its Attorney General, which investigation was concluded on or about the month of January, A. D. 1908. Thereupon the subject was presented to the Congress of the United States, and thereafter, by Joint Resolution, approved April thirtieth, A. D. 1908, Congress did provide as follows:

"That the Attorney General of the United States be, and he hereby is, authorized and directed to institute and prosecute any and all suits in equity, actions at law, and other proceedings which he may deem adequate and appropriate to enforce any and all rights and remedies of the United States of America in any manner arising or growing out of or pertaining to either or any of the following described Acts of Congress, to wit: 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approved July twenty-fifth, Eighteen Hundred and Sixty-Six, as amended by the Acts approved June twenty-fifth, Eighteen Hundred and Sixty-Eight, and April tenth, Eighteen Hundred and Sixty-Nine; \* \* \* \* \*

Also 'An Act granting lands to aid in the construction of a



railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon,' approved May fourth, Eighteen Hundred and Seventy, including all rights and remedies in any manner relating to the lands, or any part thereof, granted by either or any of said Acts; and in and by any and all such suits, actions or proceedings, the Attorney General shall, in such manner as he shall deem appropriate, assert all rights and remedies existing in favor of the United States, relating to the subject of such suits, actions and proceedings, including the claim on behalf of the United States that the lands granted by each of said Acts respectively, or any part thereof, have been and are forfeited to the United States by reason of any breaches or violations of any of the terms or conditions of either or any of said Acts which may be alleged and established in any such suits, actions or proceedings; it not being intended hereby to determine the right of the United States to any such forfeiture or forfeitures, but it being intended to fully authorize the Attorney General in and by such suits, actions or proceedings to assert on behalf of the United States and the court or courts before which such suits, actions or proceedings may be instituted or pending to entertain, consider, and adjudicate the claim and right of the United States to such forfeiture or forfeitures, and if found to enforce the same."

Pursuant to the provisions of said last mentioned Joint Resolution of Congress, this suit is instituted.

#### XIV.

By reason of the several aforesaid breaches and violations of the aforesaid terms, conditions and provisions of said land grants respectively, certain of said granted lands and certain estates in certain of said granted lands have been, and are, forfeited to your Orator, the United States of America, free from any and all right, title, interest, lien or claim of the defendants herein, or either or any of them or any one claiming by, through or under them or either or any of them. Among the lands and estates in lands so forfeited to your Orator, are to wit:

(1) All of said unsold lands;

(2) Any and all right, title and interest of any kind or nature whatsoever, vested, contingent or expectant, if any, of the defendants herein, or either or any of them, in, to or concerning any of the lands granted under, or by, either of said land grants respectively.

Pursuant to the authority and direction contained in said joint resolution of Congress approved April 30th, A. D. 1908, your Orator does hereby assert title to, and does hereby resume the title of, all of said lands and estates in lands forfeited to your Orator as aforesaid.

In addition to the lands and estates in lands above specified, certain of said granted lands which have been heretofore sold in violation of the terms and conditions of said land grants, and certain estates therein, likewise have been and are forfeited to your Orator, but are not included in this suit, for reasons following, to wit:

The lands disposed of in violation of the terms and

conditions of said land grants respectively, as aforesaid, were sold, contracted for sale, or conveyed to a large number of purchasers. Including alleged rights of succession by purchase, conveyance, mortgage, descent, devise and otherwise, more than three thousand (3,000) persons, firms and corporations residing in divers parts of the United States and other parts of the world, now assert some right, title, interest or lien in, to or upon the lands sold, contracted for sale and conveyed in violation of the terms and conditions of said land grants respectively, as aforesaid. The names and places of residence of only a few of said persons, firms and corporations are as yet known to your Orator, and because of the multiplicity and complexity of said transactions, your Orator will be unable to ascertain them in time to include said parties in this suit. Said lands were sold and purchased as aforesaid, and alleged subsequent rights have been acquired therein, under greatly varying circumstances and conditions, and because of the premises, it would be inequitable to attempt to secure an adjudication of the rights of all of said parties by making only a few of them parties defendant as representatives of all thereof. To require the making of all of said persons, firms and corporations parties to this suit, or to otherwise require an adjudication herein of their respective rights in the premises, would indefinitely postpone and ultimately defeat the rights, equities and remedies of your Orator pertaining to said unsold lands, as to which the public interests require a speedy and complete adjudication and enforcement.

Therefore, to the end that justice and equity may be suitably administered in the premises, your Orator institutes this suit for the purpose of obtaining without unnecessary delay, an adjudication and enforcement of the rights, equities and remedies of your Orator against the defendants herein, pertaining to said unsold lands, and otherwise, as more specifically appears in the prayer of this bill; and hereafter, and as soon as your Orator shall be sufficiently advised in the premises, separate and further suits will be instituted for the purpose of asserting and enforcing the rights, equities and remedies now or at any time hereafter existing in favor of your Orator (and not adjudicated or enforced herein) pertaining to any of said granted lands sold or conveyed as aforesaid, or any part thereof, or in any manner arising or growing out of any and all sales and conveyances of said granted lands in violation of any of the terms or conditions of said land grants respectively.

## XV.

The property described in said mortgage deed bearing date July first, A. D. 1887 (not including any of said granted lands), is of a value largely in excess of the amount of all of said bonded indebtedness purported to be secured by said mortgage deed, and is ample security therefor; your Orator, however, expressly denies that any of said granted lands are included in the property described in said mortgage deed, or that the defendant *Union Trust Company*, as trustee or otherwise, or any other person, firm, association or corporation has any



right, title, interest or lien in, to or upon any of said lands by virtue of said mortgage deed.

## XVI.

Pursuant to the rules and regulations of the Department of the Interior in that behalf duly adopted and in force, all of the aforesaid patents were issued and based upon applications in writing therefor, from time to time filed in the appropriate land office of the United States by the defendant *Oregon and California Railroad Company*, as the successor of said East Side Company and said West Side Company respectively, which said applications contained descriptive lists of the lands so claimed and for which patents were so applied for; and each of which said applications was accompanied and supported by a certain affidavit in writing signed and sworn to by a certain agent of the defendant *Oregon and California Railroad Company* thereto duly authorized, to the effect, among other things, that all of the lands so claimed and for which patents were so applied for, were of the character contemplated by the grant under which they were claimed and for which patents were applied for as aforesaid; and believing and relying upon the statements contained in said applications and said affidavits, your Orator issued said patents.

## XVII.

In making sales of said lands as aforesaid, the defendant *Oregon and California Railroad Company* has, in and by its contracts and conveyances relating thereto,

and particularly prior to the sixth day of June, A. D. 1898, made certain valuable reservations unto itself, as follows:

“Reserving, however, a strip of land one hundred feet wide, to be used by the Oregon & California Railroad Company for right of way and other purposes, when the railroad of said Oregon & California Railroad Company, or any of its branches, is or shall be located upon the premises; and the right to take all water needed for the operating of said railroad, and also reserving and excepting from said described premises, so much and such parts thereof as may be mineral lands, other than coal and iron.”

All of which said reservations, being in effect the creation of permanent estates in its own favor in and to a large part of said granted lands in violation and breach of the aforesaid terms and conditions of said land grants respectively, were and are null and void. But, notwithstanding the premises, the defendant *Oregon and California Railroad Company* and each of the other defendants herein, claims some inchoate right, title or interest, in and to the lands sold as last aforesaid, under and by virtue of said reservations, concerning which a full discovery is hereby sought; and such right, title and interest, if any (which is denied), were and are subject to the right of forfeiture and to the several other rights, equities and remedies of your Orator in the premises, asserted herein.

## XVIII.

In addition to the several claims of the defendants in this bill specifically mentioned, the defendants and each of them claim some right, title, interest or lien in, to or upon some or all of said granted lands, the particulars whereof are to your Orator unknown, concerning which a full discovery is hereby sought; and any and all such rights, titles, interests or liens, if any, were and are subject to the right of forfeiture and to the several other rights, equities and remedies of your Orator in the premises, asserted herein.

## XIX.

A schedule, accurately setting forth all maps of survey and location filed in the office of the Secretary of the Interior of the United States pursuant to the provisions of said land grants respectively, separately stated as to each of said land grants, is hereto attached marked "Exhibit M" and made a part of this bill.

A schedule, accurately setting forth the time of the construction and completion of the several sections of said railroad and telegraph lines, together with the examination, approval and acceptance thereof, separately stated as to each of said railroad and telegraph lines, is hereto attached marked "Exhibit N," and made a part of this bill.

A schedule, accurately setting forth the quantity of lands patented from time to time under each of said land grants, compiled by years, and separately stated as to

each of said land grants, is hereto attached marked "Exhibit O" and made a part of this bill. All of said patents were applied for by and issued to the defendant *Oregon and California Railroad Company*, as the successor of said East Side Company and said West Side Company respectively.

## XX.

Each of the defendants (other than the defendants *Oregon and California Railroad Company*, *Southern Pacific Company*, *Stephen T. Gage and Union Trust Company*) asserts some right, title, or interest in or to certain of said unsold lands; the general nature and basis of the claims of said last described defendants are identical, and are as follows, to wit:

Each of said last described defendants alleges to have in good faith actually settled upon certain of said unsold lands, not exceeding one-quarter section or 160 acres in quantity, with the intention of making a permanent home thereof, and to have applied to the defendant *Oregon and California Railroad Company* to purchase the lands alleged to have been settled upon as aforesaid, and to have tendered to said defendant *Oregon and California Railroad Company* the sum of \$2.50 for each acre applied for as aforesaid, as the purchase price thereof, and that the defendant *Oregon and California Railroad Company* has at all times refused, and still refuses, to entertain said applications to purchase, or to sell or convey to said last described defendants respectively the lands so applied for by them respectively, upon the



aforesaid terms, or otherwise.

And by reason of the premises alleged by said last described defendants respectively as aforesaid (the truth whereof is to your Orator unknown) said last described defendants severally assert some right, title or interest in or to the lands so applied for by them respectively as aforesaid; and each of said last described defendants has instituted a suit in equity against the defendants *Oregon and California Railroad Company, Stephen T. Gage, and Union Trust Company*, the general purpose and nature of which is to compel a sale and conveyance of the lands so applied for to said parties applying to purchase the same respectively, as aforesaid; all of which said suits are still pending, and none of which have proceeded to any issue other than exceptions to certain portions of the several bills in said suits.

The said suit instituted by the defendant *Roy W. Minkler* is pending in the Circuit Court of the United States for the Western District of the State of Washington; all of the other of said suits are pending in the Circuit Court of the United States for the District of Oregon.

A schedule accurately setting forth, as to each of said suits, the court number thereof, the names of the parties thereto, the date of the institution thereof, and a description of the land involved therein, separately stated as to each of said land grants, is hereto attached marked "Exhibit P" and made a part of this bill.

Your Orator leaves said defendants to more specific-

ally set forth herein their respective alleged rights in the premises, as they may be advised.

Unless enjoined therefrom as hereinafter prayed, said defendants instituting said suits as aforesaid will proceed, or attempt to proceed, therein to some form of final judgment or decree. Each of said suits relates to and materially affects the rights and equities of your Orator in the premises. The rights and equities of your Orator in this bill set forth, and the relief hereinafter prayed for, relate to and affect all of the aforesaid alleged rights of said defendants respectively. If said suits shall proceed further, the rights and remedies of your Orator in the premises will be hindered, obstructed and delayed, if not substantially prejudiced. And because of the multiplicity of said suits, your Orator has made said persons parties defendant in this suit, to the end that further proceedings in each of said suits instituted and pending as aforesaid may be enjoined, and, if the Court shall so order, said parties be permitted to set forth herein their respective claims, for adjudication.

Wherefore your Orator prays the judgment and decree of this Court,

### FIRST.

(1) Adjudging and decreeing that those certain lands, to wit: all of said lands granted by said Act of Congress approved July 25, A. D. 1866, and the aforesaid acts amendatory thereof, and all of said lands granted by said Act of Congress approved May 4, A. D. 1870, whether patented or unpatented, now remaining

unsold as aforesaid, said lands being hereinbefore described as "said unsold lands," together with those certain lands and estates in lands, to wit: any and all right, title and interest, of any kind or nature whatsoever, vested, contingent or expectant, of the defendants herein, or either or any of them, in, to or concerning any of the lands granted under, or by, either or any of said Acts of Congress, have been and are forfeited to, and the title of all of said lands and estates in lands has been and is reverted to and reinvested in, and all of said lands and estates in lands now are the property of, your Orator, the United States of America; and quieting and confirming the title of your Orator in and to all of said lands and estates in lands, and particularly against any claim of any right, title, interest or lien, in, to or upon the same or any part thereof, by or on behalf of the defendants herein or either or any of them, or any person claiming or to claim under them or either or any of them, and requiring said defendants and each and all of them to forthwith surrender to your Orator, the United States of America, full possession and control of said lands and estates in lands, and every part thereof;

Or, if the foregoing relief shall be denied,

(2) Adjudging and decreeing that all of said lands hereinbefore described as "said unsold lands" are subject to purchase by, and sale and conveyance to, actual settlers, in quantities not exceeding one hundred and sixty acres, or one quarter section to any one purchaser, and for a price not exceeding Two Dollars and Fifty Cents per acre, pursuant to the aforesaid terms and conditions

of said land grants respectively; and that in that behalf a receiver or receivers be appointed, and be invested with the title and possession of all of said unsold lands, and be authorized and directed, by such method as the Court shall prescribe, to offer for sale, and sell and convey, said lands, to persons of the character, in the quantities, and for the price, as aforesaid, until all of said lands shall have been sold and disposed of in manner aforesaid; and providing that during the continuance of said receivership, said receiver or receivers be authorized and directed, out of any moneys derived from the sale of any of said lands as aforesaid, to pay any and all proper costs, charges and expenses necessary for the care and protection of said lands, and the sale and disposition thereof as aforesaid, including any and all taxes and assessments, if any, which from time to time are properly chargeable against any of said unsold lands which may from time to time remain unsold and undisposed of; and providing for accountings from time to time, in such manner as the Court shall prescribe, and the application and disposition of all moneys and funds which may come into the hands of said receiver or receivers from the sale or disposition of said lands as aforesaid, after the payment of all costs, charges and expenses incurred in the premises as aforesaid, rendering final accounting and final application and disposition of said moneys and funds in such manner, and to such parties, as the Court shall direct;

Or, if the foregoing relief shall be denied,

(3) That a mandatory injunction shall issue out



of and under the seal of this Court, commanding and requiring the said defendant *Oregon and California Railroad Company* to offer for sale, and sell and convey, said unsold lands to any *bona fide* actual settler who may apply to purchase the same in good faith, in quantities not exceeding one hundred and sixty acres, or one quarter section, for the price of Two Dollars and Fifty Cents per acre, under such restrictions, in such manner and by such method as the Court shall deem adequate and expedient; and providing that any and all persons who may be in any way aggrieved by the refusal or neglect of said defendant *Oregon and California Railroad Company* to sell or convey said lands to him or them in conformity with the terms hereof, or who may be in any other manner aggrieved in the premises, may hereafter apply to the Court, at the foot of said judgment and decree, for the enforcement thereof in his or their behalf.

## SECOND.

That (unless, and except in so far as, said judgment and decree shall otherwise provide), each and all of the defendants herein, their officers and agents, be,

Forever enjoined and restrained from in any manner claiming or asserting any right, title, interest or lien in, to or upon the aforesaid lands and estates in lands, or any part thereof;

And forever enjoined and restrained from in any manner selling, or offering for sale, or conveying, or in any other manner disposing of, any of said lands or estates in lands, or from negotiating, executing or record-

ing any document or instrument, or doing any other act or thing, which shall in any manner affect the use or the title of any of said lands or estates in lands;

And forever enjoined and restrained from going upon any of said lands, and from cutting, removing, or in any other manner using any of the timber, trees or other natural products thereof, and from in any other manner committing waste thereupon, and from in any manner using or interfering with any of said lands or estates in lands, or any part thereof.

### THIRD.

That the defendants Oregon and California Railroad Company, Southern Pacific Company, and Union Trust Company, and any other of the defendants who may have received the same, or any part thereof, do forthwith account for and pay over to your Orator, the United States of America, any and all sums of money which they or either of them may have realized or in any manner received or obtained from or by virtue of the sale or conveyance of any of the lands granted by either or any of said acts of Congress, or of any interest in any of said lands, to others than actual settlers, or in quantities exceeding one hundred and sixty acres or one quarter section to any one purchaser, or for a price exceeding the sum of two dollars and fifty cents per acre, together with lawful interest thereon from the time of the receipt thereof; that said last named defendants do forthwith account for and pay over to your Orator any and all sums of money and profits of every name and nature

whatsoever, which they or any of them may have realized or obtained from cutting down or in any other manner using the trees, timber or other natural products of any of said lands granted by either or any of said Acts of Congress, or in any other manner from the use, occupation, rents, issues, profits, accretions or increments of said lands, or any part thereof, and growing out of or from the possession thereof, or any interest or use therein, together with interest thereon from the time of the receipt thereof.

#### FOURTH.

That during the pendency of this suit, each of the defendants John L. Snyder, Julius F. Frahl, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter, S. Shryock, Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschild, S. H. Montgomery, W. A. Noland, John H. Haggert, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich, James C. O'Neill, Alexander Fauske, Francis Wiest,

Cordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter, Frank Wells, C. P. Wells, I. H. Ingram, L. G. Reeves, W. W. Wells, F. M. Rhoades, Marvin Martin, and Roy W. Minkler, and their respective attorneys, be enjoined and restrained from in any manner proceeding further in the suits instituted by them respectively as aforesaid, and particularly described in Exhibit P (which is hereby made a part of this prayer the same as if set forth in full herein) and that upon the final judgment and decree herein said last named defendants and each of them, and their attorneys, be permanently enjoined and restrained as aforesaid.

#### FIFTH.

That during the pendency of this suit, each of the defendants Oregon and California Railroad Company, Southern Pacific Company, Stephen T. Gage and Union Trust Company, their officers and agents, and all persons, firms and corporations claiming or to claim by, through or under said last named defendants, or either or any of them, be enjoined and restrained from using, occupying, leasing, or in any manner exercising dominion, use, ownership or occupation of, or in any manner whatsoever interfering with, any of said unsold lands, or any part thereof;

And be further enjoined and restrained from cutting, removing, selling, or in any manner whatsoever using, interfering with, or impairing the value of, any



of the trees or timber upon, or any other natural products of, said unsold lands, or any part thereof, and from in any manner committing waste upon any of said unsold lands, and particularly as to the timber and other natural products thereof;

And be further enjoined and restrained from selling, conveying, or offering for sale, and from leasing, or offering to lease, or in any other manner disposing of, any of said lands or estates in lands herein alleged to be forfeited to your Orator as aforesaid, or from negotiating, executing or recording any document or instrument, or doing any other act or thing, which shall in any manner affect the use or the title of any of said lands or estates in lands;

And be further enjoined and restrained from contracting with, inviting, inducing, or in any manner whatsoever permitting others to do any of the things aforesaid.

#### SIXTH.

That your Orator have such other and further relief as the equity of this case may require and to your Honors may seem meet and proper, together with the costs of this suit.

..

#### SEVENTH.

And your Orator prays that the defendants, and each of them, be required to make full disclosure and discovery of all the matters aforesaid; and according to the utmost and best of their knowledge, information

and belief, full, true, direct and perfect answer make (but not under oath, an answer under oath being hereby waived) to the matters and things hereinbefore stated and charged.

May it please Your Honors to grant unto your Orator a writ of subpoena directed to the said defendants, Oregon and California Railroad Company, Southern Pacific Company, Stephen T. Gage, Union Trust Company, John L. Snyder, Julius F. Prahl, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter, S. Shryock, Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschild, S. H. Montgomery, W. A. Noland, John H. Haggett, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich, James C. O'Neill, Alexander Fauske, Francis Wiest, Cordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter, Frank Wells, C. P. Wells, I. H. Ingram, L. G. Reeves, W. W. Wells, F. M. Rhoades, Marvin Martin, and Roy W. Minkler, and each of them,

commanding them on a day certain therein to be named, to appear and answer this bill, (but not under oath, an answer under oath being hereby waived) and to perform such order and decree in the premises as to the court may seem meet and as may be required by the principles of equity and good conscience.

*CHARLES J. BONAPARTE,*  
Attorney General of the United States.

*JOHN McCOURT,*  
United States Attorney for District of Oregon.

*TRACY C. BECKER,*

*B. D. TOWNSEND,*

Of counsel for complainant.

# EXHIBITS





# Exhibit A

## *Articles of Incorporation of the Oregon and California Railroad Company.*

*Know All Men by These Presents*, That we, the undersigned corporators, Ben Holladay of New York, and Cicero H. Lewis, I. R. Moores, J. C. Hawthorne, and Medorem Crawford, of the State of Oregon, do, by these presents, associate ourselves together as a corporation and body politic, under and by virtue of the general incorporation law of the State of Oregon, approved October 14, A. D. 1862, and amendments thereto, and for such purpose we do, jointly and severally, hereby agree to and with each other to the following articles:

### ARTICLE I.

The name assumed by this corporation, and by which it shall be known, is the "Oregon and California Railroad Company."

### ARTICLE II.

The duration of this corporation shall be ninety-nine (99) years.

### ARTICLE III.

The enterprise, business, pursuit and occupation in which this corporation proposes to engage is to construct a railroad and telegraph line, with all the necessary branches, sidetracks, fixtures, buildings, depots, stations and appurtenances, from Portland, in the State of Ore-

gon, and running thence southerly through the Willamette, Umpqua and Rogue River valleys to the California line on the southern boundary line of Oregon to connect with the railroad and telegraph line now being constructed northerly through the State of California by the California and Oregon Railroad Company toward the southern boundary of Oregon; and to purchase, own, construct, hold, equip, operate and use all necessary ferries on the line of such road over the Willamette and other rivers, and over any river or rivers on either side of the line of such railroad which may be necessary or proper in crossing freight and passengers to and from the said railroad; to maintain the said railroad and telegraph line in good order, condition and repair, and to operate the said railroad and employ the same and the said telegraph line in the business of transporting passengers and freight and the United States mails, and for the purposes aforesaid, to purchase, take and receive of and from the "Oregon Central Railroad Company," of Salem, Oregon, incorporated April 22, A. D. 1867, that portion of its railroad and telegraph line now completed, together with all the property, real, personal and mixed, and the right-of-way of such last named corporation of whatsoever name and nature, and all its rights and franchises of every name and nature, both legal and equitable, which the said last named corporation now has or owned, or to which it is in any way or manner entitled, or hereafter may be entitled to—whether the same is absolute or contingent, and particularly and especially all the right, title, interest, franchise, claim and demand

which the said Oregon Central Railroad Company, of Salem, Oregon, aforesaid, now has or is entitled to, and to which it may hereafter be entitled under and by virtue of an Act of Congress entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon," approved July 25, 1866, and of all amendments thereto. The purpose of this incorporation being to make such portion of the railroad and telegraph line of said "Oregon Central Railroad Company" which is now completed, a part of the line of railroad and telegraph which this corporation proposes to construct, as aforesaid, from Portland, Oregon, to the California line, and to construct and establish the whole thereof from Portland, in Oregon, to said California line in all respects in accordance with the Act of Congress hereinbefore referred to, and the amendments thereto, and for the purpose of receiving all the benefits of such Act of Congress and amendments thereto, and intended to be conferred thereby on the Oregon Company, and for the purpose of complying with all the provisions of such Act.

#### ARTICLE IV.

The principal office for the transaction of the business of this corporation shall be kept at the city of Portland, Multnomah County, State of Oregon.

#### ARTICLE V.

The amount of the capital stock of this corporation is hereby fixed at Twenty Million (\$20,000,000) Dollars.



## ARTICLE VI.

The amount of each share of such capital stock is hereby placed at One Hundred (\$100) Dollars.

*In Testimony Whereof*, And of our adoption of the foregoing articles of incorporation, we, the undersigned corporators, have hereunto set our hands and seals this 16th day of March, A. D. 1870, in triplicate.

BEN HOLLADAY  
CICERO H. LEWIS  
I. R. MOORES,  
J. C. HAWTHORNE  
MEDOREM CRAWFORD

(Corporate Seal)

STATE OF OREGON, }  
County of Multnomah, }<sup>ss.</sup>

Be it remembered, that on this 16th day of March, A. D. 1870, personally appeared before me, the undersigned, a Notary Public in and for the county aforesaid, the above named corporators, Ben Holladay, Cicero H. Lewis, I. R. Moores, J. C. Hawthorne and Medorem Crawford, all to me personally known as being the persons named in, and who, as corporators, made and subscribed the foregoing articles of incorporation and severally acknowledged to me that they, and each of them, executed the foregoing articles of incorporation freely and voluntarily, and for the uses and purposes therein specified.

Witness my hand and official seal the day and year in this certificate first above written.

GEO. W. MURRAY,  
Notary Public.

(Seal)

## Exhibit B

This indenture, made and entered into at Salem, in the County of Marion, and State of Oregon, this twenty-ninth (29th) day of March, A. D. One Thousand Eight Hundred and Seventy (1870), between the Oregon Central Railroad Company, a body corporate incorporated and organized at the city of Salem, in the County of Marion and State of Oregon, on the twenty-second (22d) day of April, A. D. One Thousand Eight Hundred and Sixty-Seven (1867), under and by virtue of the general incorporation law of the State of Oregon, approved October, A. D. One Thousand Eight Hundred and Sixty-Two, entitled, "An Act providing for private incorporation, and the appropriation of private property therefor," and amendments thereto, party of the first part, and the "Oregon and California Railroad Company" a body corporate incorporated and organized at the city of Portland in the County of Multnomah, and State of Oregon, on the seventeenth (17th) day of March, A. D. One Thousand Eight Hundred and Seventy (1870), under and by virtue of the general incorporation law of the State of Oregon aforesaid, and amendments aforesaid, party of the second part, witnesseth:

Whereas, The "Oregon Central Railroad Company," party of the first part herein, was on the 20th day of October, A. D. One Thousand Eight Hundred and Sixty-Eight (1868), duly designated by the Legislature of the State of Oregon, by a joint resolution thereof, as

the corporation to take, manage and receive the benefits of an Act of Congress making a grant of lands to aid in the construction of a railroad and telegraph line from Portland, in Oregon, to the Central Pacific Railroad in California, entitled, "An Act granting land to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon," approved July 25th, A. D. One Thousand Eight Hundred and Sixty-Six (1866), and

Whereas, the said "Oregon Central Railroad Company," party of the first part herein, did afterwards and in pursuance of the Act of Congress aforesaid, and of Acts amendatory thereof and supplemental thereto, duly file its assent in writing to the said Act of Congress, and all the provisions thereof, in the office of and with the Secretary of the Interior of the United States of America, at Washington City, District of Columbia; and the said corporation, "Oregon Central Railroad Company," of Salem, Oregon, party of the first part herein, was recognized by the Department of the Interior as the corporation in Oregon entitled to take and manage the congressional grant hereinbefore referred to, and receive the benefits thereof; and whereas, the said Oregon Central Railroad Company, party of the first part herein, did afterwards proceed to locate the line of said railroad and did locate the same for a long distance, and did prepare and file its maps in the office of the Secretary of the Interior, in strict accordance with all requirements of said Act of Congress of July 25th, 1866, and amendments thereto aforesaid, making such grant of lands and did, prior to the twenty-fifth (25th)

day of December, A. D. One Thousand Eight Hundred and Sixty-Nine (1869), fully and in all respects, as required by said Act of Congress and Acts amendatory thereof and supplemental thereto, complete the construction of twenty miles of its railroad and telegraph, to-wit:

Commencing at East Portland, in Multnomah County, in the State of Oregon, and running thence in a southerly direction twenty miles and over, and did stock and equip the same in all respects as required by said Act of Congress; and

Whereas, subsequently to December 24th, A. D. 1869, the Commissioners appointed by the President of the United States, under the power vested in him by said Act of Congress of July 25, 1866, aforesaid, to examine and report upon the railroad and telegraph line aforesaid, being built by said "Oregon Central Railroad Company," party of the first part herein, namely, E. R. Geary, Thos. A. Savier and James H. Fisk, did examine the said twenty miles of railroad and telegraph line, and did make their report thereon to the Government of the United States, as required by said Act of Congress aforesaid, approved July 25th, 1866, making such land grant, and the Acts amendatory thereof and supplemental thereto, which report was favorable, and the same was received and accepted by the Government of the United States; and the said twenty miles of railroad and telegraph line so completed and equipped, as aforesaid, were accepted by the Secretary of the Interior of the United States, and the lands granted by the Acts aforesaid, and to which the "Oregon Central Railroad



Company," party of the first part herein, was entitled by virtue of the Acts of Congress aforesaid, and the completion and acceptance of twenty miles of its road, were by an order of the Secretary of the Interior withdrawn from sale and private entry, and for the benefit of said "Oregon Central Railroad Company," party of the first part herein, its successors and assigns, as in and by said Acts of Congress aforesaid is provided; and

Whereas, said "Oregon Central Railroad Company," of the first part herein, have done large amounts of work toward the construction of its said road, and in addition to said twenty miles so completed, as aforesaid, in locating and grading the track of the same, and has acquired divers personal property, rights-of-way, franchises, privileges, credits and interests, real, personal and mixed, both legal and equitable, absolute and contingent, and

Whereas, the "Oregon and California Railroad Company," party of the second part herein, was incorporated and organized solely with a view of becoming the assignee of all the property, rights and franchises and privileges of the "Oregon Central Railroad Company," for reasons appearing in the subsequent recitals of this conveyance, and for the purpose of carrying out to successful completion the railroad and telegraph line commenced and partly completed as aforesaid, which "Oregon and California Railroad Company" is incorporated and organized in strict accordance with, and with special reference to, a full and complete compliance with said Act of Congress aforesaid, approved July 25th,

1866, and Acts amendatory thereof and supplemental thereto, as will more fully appear, reference being had to the articles of incorporation of such "Oregon and California Railroad Company," party of the second part herein, filed in the office of the Secretary of State of the State of Oregon on the seventeenth (17th) day of March, A. D. 1870, and there remaining of record, and made a part of this conveyance, and

Whereas, the Board of Directors of the "Oregon Central Railroad Company," party of the first part herein, did on the 28th day of March, A. D. One Thousand Eight Hundred and Seventy, (1870), at their office in the city of Salem, State of Oregon, at a meeting of such Board duly and legally called, unanimously adopt the following resolution, that is to say:

"Whereas, the following communication has this day been received by this company from the "Oregon and California Railroad Company," a corporation incorporated and organized at Portland, Oregon, March 17, 1870, for the purpose of constructing a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River Valleys, to the south boundary of Oregon, in accordance with an act of Congress approved July 25th, A. D. 1866, granting land for such purpose, and amendments thereto, to-wit:

" 'Office of Oregon and California Railroad Company, Portland, Oregon, March 28th, 1970, to the President and Board of Directors of the Oregon Central Railroad Company, of Salem, Oregon,

“Gentlemen: I respectfully beg leave to submit for your consideration the following proposition from the “Oregon and California Railroad Company,” which I do in the form of the following resolution of the Board of Directors of that corporation passed March 26th, A. D. 1870, at the office of their company in Portland, to-wit:

“Resolved, That the President of this company be and he is hereby authorized and instructed to enter into negotiations with the “Oregon Central Railroad Company” of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the railroad of such corporation now partly completed, and in progress of construction, including all the rolling stock and other property connected therewith, and including also all the property, real, personal and mixed, now owned by such “Oregon Central Railroad Company,” or to which it may in anywise be entitled, and including also all franchises of the said corporation which it now owns or to which it is or may be entitled, by virtue of any act or resolution of Congress, or of the Legislature of the state of Oregon, or in any way or manner; and for such purpose the President of this company is further authorized to agree in writing in the name of this corporation, and under its seal for such purchase by and transfer to, this Company of all such property, rights and franchises upon the following terms, to-wit:

“That in consideration of such conveyance, transfer and delivery to this company, it shall agree to and with its directors and stockholders to assume and shall assume and agree to pay all the debts and liabilities of such “Oregon Central Railroad Company” as the same mature

and become due and payable, of whatever name and nature, and this company shall indemnify and forever keep harmless the said "Oregon Central Railroad Company," from any and all such payments, and from all liabilities whatever of every name and nature, for which said "Oregon Central Railroad Company" may be liable at the date of the acceptance of these propositions. To the propositions contained in the foregoing resolution, an early answer is desired.

"Very respectfully,

"BEN HOLLADAY,

"President of Oregon and California Railroad Company.'

And Whereas, this Company is today indebted in a large amount, to-wit: in a sum not less than Eight Hundred Thousand (\$800,000) Dollars, nor more than One Million (\$1,000,000) Dollars in gold coin of the United States, and which former sum is equivalent in value under existing circumstances to that of all the property and franchises owned or possessed by this Company, or to which it is in any wise entitled;

"And whereas, there has heretofore existed divers controversies in the courts and there is one suit still pending of a similar nature, wherein the right of this company to use its corporate name, has been and is questioned by another company, and by reason whereof the securities of this company have been weakened and rendered comparatively valueless; and which have prevented this company and its contractors from negotiating the same;



and from proceeding with the construction of its railroad, and which have resulted in this company being driven to a cancellation of its contracts for the construction thereof;

“Therefore, Resolved, that it is the judgment of this Board that it is for the best interest of this company, and all its stockholders, to accept the proposition embodied in the foregoing communication.

“Resolved, that this company do, (subject, however, to approval by a majority vote of the stock of this corporation) accept the foregoing proposition of the ‘Oregon and California Railroad Company.’

“Resolved, that the President and Secretary of this company be and they are hereby authorized and directed to enter into an agreement in writing in the name of this company, with said ‘Oregon and California Railroad Company,’ for a sale of all the property and franchises of this corporation upon the terms embodied in the foregoing proposition, which agreement shall, however, be subject to the approval, or disapproval of a vote of a majority of the stock in this company at a stockholders meeting hereafter to be held.”

And Whereas, in pursuance of such last named resolution of the Board of Directors of the “Oregon Central Railroad Company, party of the first part herein, an agreement in writing was entered into between the “Oregon Central Railroad Company,” party of the first part herein, and the “Oregon and California Railroad Company,” party of the second part herein, which agreement

bears date March 28th, A. D. One Thousand Eight Hundred and Seventy, (1870), and of which the following is a literal copy, to-wit:

“Articles of Agreement made and entered into this 28th day of March, A. D. 1870, between the ‘Oregon Central Railroad Company,’ a corporation incorporated at Salem, on the 22nd day of April, A. D. 1867, under the general incorporation law of the State of Oregon, and amendments thereto, party of the first part, and the ‘Oregon and California Railroad Company,’ a corporation incorporated at Portland, Oregon, on the 17th day of March, A. D. 1870, under the laws of Oregon afore-said, party of the second part,

“Whereas, the party of the first part herein is the owner of the ‘Oregon Central Railroad,’ partly completed and in course of construction, and rolling stock and other valuable property and franchises, including all the rights, privileges, benefits, franchises and immunities granted and conferred on the Oregon Company by an Act approved July 25th, 1866, entitled ‘An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland in Oregon,’ approved July 25th, A. D. 1866, and amendments thereto, and,

“Whereas, said ‘Oregon Central Railroad Company,’ party of the first part herein, is largely indebted to divers persons but principally to Ben Holladay and company in an amount not less than Eight Hundred Thousand (\$800,000) Dollars, nor more than One Million (\$1,000,-

000) Dollars, the exact amount of which is to be hereafter ascertained, and,

“Whereas, it has been agreed, as will more fully appear by the following communication and propositions presented to the ‘Oregon Central Railroad Company,’ party of the first part herein, by the ‘Oregon and California Railroad Company,’ party of the second part herein and the resolution of the Board of Directors of the said Oregon Central Railroad Company, party of the first part, in answer thereto, that the said ‘Oregon Central Railroad Company,’ party of the first part, shall sell and convey unto said ‘Oregon and California Railroad Company,’ party of the second part, all of the railroad and other property, both real and personal, and all the rights, franchises, privileges and property whatsoever of every name, nature and character, in consideration of an agreement upon the part of the ‘Oregon and California Railroad Company’ to assume and pay, as they may mature and become due, all the debts and liabilities of every name and nature of the said ‘Oregon Central Railroad Company,’ and the further agreement to forever save, indemnify and keep harmless the said ‘Oregon Central Railroad Company’ and its stockholders and directors from all such debts and liabilities; which communication and proposition so made, as aforesaid, are as follows:

“‘Office of Oregon and California Railroad Company, Portland, Oregon, March 28th, 1870. To the President and Board of Directors of the Oregon Central Railroad Company, of Salem, Oregon.

“Gentlemen: I respectfully beg leave to submit for your consideration the following proposition from the ‘Oregon and California Railroad Company,’ which I do in the form of the following resolution of the Board of Directors of that corporation passed March 26th, A. D. 1870, at the office of their company in Portland, Oregon, to-wit:

“Resolved, that the President of this Company be and he is hereby authorized and instructed to enter into negotiations with the “Oregon Central Railroad Company,” of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the railroad of such corporation, now partly completed and in progress of construction, including all its rolling stock and other property connected therewith and including also all the property, real, personal and mixed, now owned by such “Oregon Central Railroad Company,” or to which it may in anywise be entitled and including also all franchises of the said corporation, which it now owns or to which it is or may be entitled by virtue of any act or resolution of Congress or of the Legislature of the State of Oregon; or in any other way or manner; and for such purpose the President of this company is further authorized to agree in writing in the name of this corporation and under its seal for such purchase by and transfer to this company of all such property, rights and franchises upon the following terms, to-wit:

“That in consideration of such conveyance, transfer and delivery to this company, it shall agree to with said “Oregon Central Railroad Company,” and to and with



its directors and stockholders, to assume and agree to pay all the debts and liabilities of such "Oregon Central Railroad Company," as the same mature and become due and payable, of whatsoever name and nature, and this company shall also indemnify, save and keep harmless the said "Oregon Central Railroad Company," from any and all such payments and from all liabilities whatever, of every name and nature, for which said "Oregon Central Railroad Company" may be liable at the date of the acceptance of these propositions; and

"Whereas, in response to the foregoing communication the said 'Oregon Central Railroad Company' did, on the 28th day of March, A. D. 1870, by the Board of Directors, adopt the following resolution, to-wit:

"Whereas, the following communication has this day been received by this company from the "Oregon and California Railroad Company," a corporation incorporated and organized at Portland, Oregon, March 17th, 1870, for the purpose of constructing a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River Valleys to the south boundary of Oregon, in accordance with an Act of Congress approved July 25th, A. D. 1866, granting lands for such purpose and amendments thereto, to-wit:

"Office of Oregon and California Railroad Company, Portland, Oregon, March 28th, 1870. To the President and Board of Directors of the Oregon Central Railroad Company—Gentlemen: I respectfully beg leave to submit to your consideration the following prop-

osition from the "Oregon and California Railroad Company," which I do in the form of the following resolution of the Board of Directors of that corporation, passed March 26th, A. D. 1870, at the office of their company in Portland, to-wit:

"Resolved, that the President of this company be and he is hereby authorized and instructed to enter into negotiations with the "Oregon Central Railroad Company," of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the railroad of such corporation now partly completed and in progress of construction, including all the rolling stock and other property connected therewith and including also all the property, real, personal and mixed, now owned by such "Oregon Central Railroad Company," or to which it may in any wise be entitled, and including also all franchises of said corporation which it now owns or to which it is or may be entitled by virtue of any Act or Resolution of Congress or of the Legislature of the State of Oregon, or in any way or manner; and for such purpose the President of this company is further authorized to agree in writing in the name of this corporation and under its seal for such purchase by and transfer to this company of all such property, rights and franchises, upon the following terms, to-wit:

"That in consideration of such conveyance, transfer and delivery to this company, it shall agree to and with said "Oregon Central Railroad Company," and with its directors and stockholders to assume and shall

assume and agree to pay all the debts and liabilities of such "Oregon Central Railroad Company" as they mature and become due and payable, of whatever name and nature, and this company shall also indemnify and forever keep harmless the said "Oregon Central Railroad Company" from any and all such payments, and from all liabilities whatever of every name and nature, for which said "Oregon Central Railroad Company" may be liable at the date of the acceptance of these propositions. To the proposition contained in the foregoing resolution, an early answer is desired. Very respectfully, (Signed) Ben Holladay, President of Oregon and California Railroad Company; and

"Whereas, this company is today indebted in a large amount, to-wit: a sum not less than Eight Hundred Thousand (\$800,000) Dollars, nor more than One Million (\$1,000,000) Dollars in gold coin of the United States, and which former sum is equivalent in value under existing circumstances to that of all the property and franchises owned or possessed by this company, or to which it is anywise entitled; and

"Whereas, there has heretofore existed divers controversies in the courts, and there is one suit still pending of a similar nature wherein the right of this company to use its corporate name has been and is questioned by another company, and by reason whereof the securities of this company have been weakened and rendered comparatively valueless, and which have prevented this company and its contractors from negotiating the same and from proceeding with the construction of its

railroad, and which have resulted in this company being driven to a cancelation of its contracts for the construction thereof;

“ ‘Therefore, Resolved, that it is the judgment of this Board that it is for the best interest of this company and all of its stockholders to accept the proposition embodied in the foregoing communication.

“ ‘Resolved, that this company do (subject, however, to approval by a majority vote of the stock of this corporation) accept the foregoing proposition of the “Oregon and California Railroad Company.”

“ ‘Resolved, that the President and Secretary of this company be and they are hereby authorized and directed to enter into an agreement in writing in the name of this company with said “Oregon and California Railroad Company” for a sale of all the property and franchises of this corporation upon the terms embodied in the foregoing propositions, which agreement shall, however, be subject to the approval or disapproval of a vote of a majority of the stock in this company at a stockholders’ meeting hereafter to be held.’

“ ‘Therefore, in consideration of the premises and of the valuable considerations moving from one to the other, as hereinbefore stated, the said ‘Oregon Central Railroad Company,’ party of the first part, does hereby sell and agree to convey within one week from this date, to the ‘Oregon and California Railroad Company,’ party of the second part herein, the whole of the Oregon Central Railroad and telegraph line and all the rolling stock



of such road, and also all property both real, personal and mixed, now owned by the 'Oregon Central Railroad Company,' of whatever name and nature, and all the rights of way, privileges, franchises and interests whatever, both legal and equitable, which the said corporation, party of the first part herein, now has or owns, and especially all the lands, rights, franchises, privileges, emoluments and benefits whatever which the 'Oregon Central Railroad Company,' party of the first part herein, now has or owns, or to which it is or may be entitled either legally or equitably, by virtue of the Acts of Congress aforesaid, or either or any of them, or of any other acts of Congress, or of any act or resolution of the Legislature of the State of Oregon, or of the decision of any of the federal or state departments, or of the federal or state courts.

"In consideration whereof, the said 'Oregon and California Railroad Company' party of the second part herein, hereby covenants and agrees to and with said 'Oregon Central Railroad Company,' party of the first part, to assume and agree to pay, and it does hereby assume and agree to pay to whomsoever owing, or may hereafter be due or owing, whenever the same becomes due and payable, all of the debts, obligations and liabilities whatsoever of the said 'Oregon Central Railroad Company,' of whatsoever name, nature or amount, and in the gold coin of the United States, and the 'Oregon and California Railroad Company' does further hereby covenant and agree to and with the 'Oregon Central Railroad Company,' party of the first part, to indemnify

and forever save and keep harmless the said 'Oregon Central Railroad Company' against the payment at any time hereafter of any claims, demand or demands that now exist, or which may at any time hereafter arise or come against such last named corporation, and against all loss, expenses, costs, disbursements and damages whatsoever which the party of the first part may at any time hereafter be called upon to incur or pay by reason of any such claim or demand.

"In Testimony Whereof, the parties hereto, the 'Oregon Central Railroad Company,' party of the first part, by and through its President, I. R. Moores, and George E. Cole, its Secretary, and the 'Oregon and California Railroad Company,' party of the second part, by and through its President, Ben Holladay, and its Secretary, A. G. Cunningham, all of such officers being hereunto duly authorized and empowered as aforesaid, have each caused their names, together with the signatures of the said officers respectively, to be hereto subscribed and their corporate seals attached, this 28th day of March, A. D. 1870.

"Oregon Central Railroad Company,  
"(Sd.) by I. R. Moores, President.

(Seal) "Oregon Central Railroad Company,  
"O.C.R.R.Co. "(Sd.) by Geo. E. Cole, Secretary.

"Oregon and California Railroad Company,  
"(Sd.) Ben Holladay, President.

(Seal) "Oregon and California Railroad Company.  
O.&C.R.R.Co. "(Sd.) by A. G. Cunningham,  
"Secretary."

And, Whereas, in pursuance of such resolution aforesaid, of the Board of Directors of the "Oregon Central Railroad Company," party of the first part herein, and of the said contract and agreement aforesaid entered into between the said Oregon Central Railroad Company, party of the first part herein, and the said "Oregon and California Railroad Company," party of the second part herein, and in affirmance of such resolution and such contract, the stockholders of the "Oregon Central Railroad Company," party of the first part herein, did by a vote of over two-thirds of the whole capital stock of such corporation, at a meeting of such stockholders, duly and legally called for such purpose, and held at the office of such company in Salem, State of Oregon, on Monday, March 28th, A. D. 1870, at 7 o'clock P. M., unanimously adopt the following resolutions, to-wit:

"Whereas, the directors of this corporation did, at a meeting of their Board, regularly called for such purpose, and held at the office of the company in Salem, Oregon, on the 14th day of March, A. D. 1870, by a unanimous vote adopt the following resolutions:

"Resolved that a meeting of the stockholders of the Oregon Central Railroad Company of Salem, Oregon, be and the same is hereby called to be held at the office of the company in Salem, Oregon, on Monday, the 28th day of March A. D. 1870, at seven (7) o'clock P. M., for the purpose of considering the propriety of, and authorizing the dissolution of such corporation, the settling of its business, disposing of its property, and the division of its capital stock;

“Resolved, that the Secretary of this company be and he is hereby authorized and directed to give notice of such meeting and of the purpose thereof by publication of the same ten days in the following daily newspapers, to-wit: the Daily Oregonian and the daily Herald, published at Portland, Oregon, and the Daily Statesman, published at Salem, Oregon;”

And, Whereas, in pursuance of such order of the Board of Directors, the following notice was duly published as prescribed by such Board of Directors by the Secretary of this corporation for the period of ten days, in each of the following named newspapers, to-wit: the Daily Oregonian and the daily Herald of Portland, Oregon, and the daily Statesman, of Salem, Oregon:

“Notice to the Stockholders of the ‘Oregon Central Railroad Company’ of Salem, Oregon:

“At a regular meeting of the Board of Directors of the ‘Oregon Central Railroad Company’ of Salem, Oregon, on the 14th day of March, A. D. 1870, the following resolution was unanimously adopted, to-wit:

“Resolved, that a meeting of the stockholders of the ‘Oregon Central Railroad Company’ of Salem, Oregon, be, and the same is hereby called to be held at the office of the company in Salem, Oregon, on Monday, the 28th day of March, A. D. 1870, at seven (7) o’clock P. M., for the purpose of determining the propriety of and authorizing the dissolution of such corporation, the settling of its business, disposing of its property, and the division of its capital stock.



“Therefore, all stockholders in the ‘Oregon Central Railroad Company’ of Salem, Oregon, are hereby notified and requested to appear at the office of such company in Salem, Oregon, on Monday, the 28th day of March, A. D. 1870, at seven (7) o’clock P. M., for the purpose of attending to the transaction of the business specified in the foregoing resolution. By order of the Board of Directors.

“(Signed) I. R. Moores, President, O. C. R. R. Co.

“George E. Cole, Secretary, O. C. R. R. Co.”

And, Whereas, in pursuance of such call of the Board of Directors and such notice, there are now here present the following named stockholders in this corporation, each holding, owning and representing the number of shares of stock in this corporation, as hereinafter specified, and constituting in all more than two-thirds of the whole capital stock of this corporation, to-wit: Ben Holladay and company, the owners and holders of sixty-four thousand six hundred and sixty-one (64,661) shares of such stock—that is to say, fourteen thousand five hundred (14,500) shares of the preferred interest bearing stock and 50,161 shares of the common; and J. H. Dothitt, the owner and holder of one share, and each of the following named stockholders, each of whom owns and represents one share; that is to say: J. H. Moores, I. R. Moores, E. N. Cooke, A. L. Lovejoy, Geo. L. Woods, John F. Miller, Geo. W. Weidler, A. Bush, J. C. Hawthorne, George S. Cole, Jacob Conser, J. H. Foster.

And, Whereas, a corporation has been duly incorpo-

rated and organized under the general incorporation law of this State, and the amendments thereto, for the purpose of constructing and operating a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River valleys, to the California line on the southern boundary of Oregon; which corporation has been organized by stockholders herein, representing and controlling over two-thirds of the whole capital stock hereof, and for the sole purpose of carrying out to successful completion the enterprise for which this corporation was originally formed; the reason for the formation of such new corporation being to avoid the embarrassments and impediments constantly being thrown in the way of this enterprise by certain persons who claim falsely to be a corporation under the laws of Oregon under the name of the Oregon Central Railroad Company, and who have heretofore disputed, and still are disputing the right of this corporation to the use of such name; and although such claim upon the part of such alleged corporation is and ever has been illegal, inequitable, unjust and based upon a gross fraud; and although such alleged corporation has heretofore uniformly failed in its attempts in court to restrain by legal process our use of such name, and while we believe that all future attempts will be met by like results, yet we are conscious of the fact that such persons who claim to be such corporation have not only the disposition, but the power, by vexatious actions and suits in divers courts, wherein the right to use our corporate name may be questioned, to annoy and harrass this corporation and embarrass its operations, impede the

construction of its enterprise, weaken and cloud its securities, and injure its credit;

And, Whereas, in consideration of the premises, it is deemed advisable by the stockholders hereinbefore mentioned, and all now present, to dissolve this corporation and settle up its business, and sell, dispose of, assign, transfer and convey unto the said "Oregon and California Railroad Company," such being the name of the corporation so formed, as aforesaid, all the property, real, personal and mixed, and all the franchises, rights credits, privileges and emoluments of whatsoever name and nature, owned by or in anywise belonging to this corporation, as per terms of a written agreement between the two corporations for such purchase, dated the 28th day of March, A. D. 1870. Therefore:

Resolved, That the "Oregon Central Railroad Company," of Salem, Oregon, incorporated April 22nd, 1867, be and the same is hereby dissolved, to take effect upon the settlement of its business and the sale, transfer and conveyance of its property and franchises as hereinafter specified.

Resolved, That the President and Secretary of this corporation be and they are hereby authorized, empowered and directed to immediately, and as soon as practicable, settle all the business of this corporation, and

Whereas, this corporation has, in and for the consideration of the written covenants and agreements upon the part of the "Oregon and California Railroad Com-

pany," to pay all the debts, demands and liabilities of this company, of every name and nature, as the same mature or become due, and in and for the further consideration of the covenants of such corporation to forever save, indemnify and keep harmless this company from all claims and demands whatsoever, bargained and sold to such "Oregon and California Railroad Company," all the property, real and personal, rights and franchises, credits and interests, legal and equitable, determined, absolute and contingent, of every name and nature, now owned by or belonging to this corporation; therefore,

Resolved, Further, That the written contract heretofore entered into between this company and the said "Oregon and California Railroad Company," for the sale and transfer of all the property of this company to such corporation, be and the same is hereby ratified and confirmed; and that I. R. Moores, present President of this corporation, and George E. Cole, present Secretary thereof, in consideration of the covenants and agreements aforesaid on the part of said "Oregon and California Railroad Company," to pay all the debts and liabilities of this company of every name and nature, be and they are hereby authorized, empowered and directed for this corporation and in its corporate name, and as its President and Secretary, and under its corporate seal, and for the use and benefit of its stockholders, to sell, assign, transfer, set over, convey and deliver to the said "Oregon and California Railroad Company," of Portland, Oregon, all the property, real, personal and



mixed, of whatever name and nature, both legal and equitable, absolute and contingent, and all donations, rights, credits, accounts and interests whatever, now owned by or in any wise belonging to this corporation, and all franchises and interests whatever by it possessed or owned; and especially to sell, assign, transfer, set over and convey, in the name of this corporation, to-wit: "Oregon Central Railroad Company," and under its corporate seal, unto the said "Oregon and California Railroad Company," of Portland, Oregon, its successors and assigns, all the lands, rights, titles, franchises, interests, claims, property and demand whatsoever, both legal, equitable, present and prospective, absolute and contingent, which this corporation, the "Oregon Central Railroad Company," of Salem, Oregon, now has, owns or possesses or to which it is now of right entitled, either legally or equitably, or to which it may at any time hereafter become entitled, in and to the franchise and grant of lands made by the Congress of the United States to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, by an Act entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon," approved July 25th, A. D. 1866, and amendments thereto; this corporation having been duly designated by the Legislature of Oregon, in pursuance of the requirements of such Act of Congress, with full power and authority to include in such sale, assignment, transfer and conveyance all right,

title and interest of every name and nature, which this corporation now has, or to which it is either legally or equitably entitled, or at any time hereafter may be, either in whole or in part, to the ownership, management and control of the lands, franchises and benefits granted or conferred by such act of Congress and amendments thereto; and

Whereas, the present indebtedness of this company exceeds the sum of Eight Hundred Thousand (\$800,000) Dollars in U. S. gold coin, the whole of which amount said "Oregon and California Railroad Company" have assumed and agreed to pay, and to forever save, indemnify and keep harmless this company against all liability and damages by reason thereof, in consideration of this transfer and sale to said corporation, of all the property and corporate franchises of this corporation, and

Whereas, it is the judgment of this meeting that the assumption of such indebtedness is a full, complete and adequate consideration for all the property and corporate rights and franchises of this company hereby directed to be transferred and conveyed, and that the best interests of all the stockholders herein are subserved by the cancellation of the said indebtedness; and

Whereas, there being no money or property to apportion among the several stockholders of this company after the disposal of its property and the payment of its liabilities, as aforesaid, and the business of this company being about to suspend; therefore,

Resolved, That the whole capital stock of this corporation, both preferred interest bearing and common stock, be and the same is hereby canceled, and the holders thereof are hereby directed to surrender the certificate thereof to the Secretary of this corporation; and such Secretary is hereby directed to cancel each certificate by writing in red ink across the face of each thereof these words: "Surrendered and cancelled by order of a resolution of the stockholders;" adding thereto the date and his name and title of his office; and

Resolved, That from and after the date of the delivery of such conveyance, assignment and transfer to the said "Oregon and California Railroad Company," this corporation, to-wit, the "Oregon Central Railroad Company," of Salem, Oregon, shall be dissolved; and

Whereas, the Board of Directors of the "Oregon Central Railroad Company," party of the first part, did, at a meeting of such Board, legally called at their office in Salem, Oregon, on the 29th day of March, A. D. 1870, unanimously adopt the following resolution:

"Resolved, that I. R. Moores, President, and Geo. E. Cole, Secretary of this company, be and they are hereby authorized and directed to make, execute and deliver to the 'Oregon and California Railroad Company' of Portland, Oregon, in the name of this corporation and under its corporate seal and under their signatures as such President and Secretary, a good and sufficient deed of conveyance of all the property and franchises of this company, of whatever name and nature, real, personal

and mixed, and of all its rights, credits and interests whatsoever, in accordance with the contract heretofore entered into with such corporation for such sale, assignment, transfer and conveyance, and in accordance with the resolution of the stockholders of this corporation adopted this 28th day of March, A. D. 1870, affirming such sale and directing such conveyance."

Therefore, in consideration of the premises and of the assumption on the part of the "Oregon and California Railroad Company," party of the second part herein, of all the debts and liabilities of the "Oregon Central Railroad Company," party of the first part herein, of whatsoever name or nature, and of the covenant and agreement upon the part of such "Oregon and California Railroad Company," to pay all debts, liabilities, claims, damages and demands whatsoever, of every name and nature, for which the "Oregon Central Railroad Company," party of the first part herein, is now or at any time hereafter may be made liable; and the further covenant to forever save, indemnify and hold harmless the said "Oregon Central Railroad Company," party of the first part herein, and its directors and stockholders, against all loss, damages, costs, expenses and disbursements by reason of any such claim, liabilities or demands, all which agreements and covenants are, by the acceptance of this deed of conveyance by said "Oregon and California Railroad Company," party of the second part herein, by such corporation recognized and agreed, and in and for the further consideration of the mutual covenants and agreements of the parties hereto, as aforesaid;



and of the further consideration of the sum of One Dollar in hand paid by the said "Oregon and California Railroad Company," party of the second part herein, to the said "Oregon Central Railroad Company," party of the first part, and the receipt whereof is hereby acknowledged, the said "Oregon Central Railroad Company," party of the first part herein, by I. R. Moores, its President, and George E. Cole, its Secretary, both being thereto duly authorized and empowered, as aforesaid, for itself, the said "Oregon Central Railroad Company," corporation aforesaid, and party of the first part herein, and for its successors, has granted, bargained, sold, aliened, assigned, transferred, set over, enfeoffed, conveyed, delivered and confirmed, and by these presents it does hereby grant, bargain, sell, alien, assign, transfer, set over, enfeoff, convey, deliver and confirm to the "Oregon and California Railroad Company," party of the second part herein, and to its successors and assigns, all and singular, the railroad and telegraph line of the said "Oregon Central Railroad Company," party of the first part herein, now constructed from a point in the town of East Portland, in Multnomah County, State of Oregon, opposite the city of Portland, a distance of over twenty miles, running southerly to a point in Clackamas County, State of Oregon, together with all and singular the extensions of such railroad of the said party of the first part, now in progress of construction north and south from the termini of the said twenty miles completed, as aforesaid, to-wit: The whole line of the said railroad and right and

franchises of the said party of the first part to construct a railroad and telegraph line from Portland, in Oregon, southerly through the Willamette, Umpqua and Rogue River valleys to the southern boundary of Oregon on the California line; together with all its lands, tenements and hereditaments acquired and appropriated, whether acquired by purchase, gift, by voluntary conveyance, or the judgment or decree of any court, or which shall hereafter be acquired or appropriated for the purpose of right-of-way for a single or double track railroad, and all the appurtenances thereunto belonging; and also all its lands acquired, or which hereafter shall be acquired, for depots, engine houses, machine shops, superstructures, erections and fixtures, and also all and singular the whole of the property of every name and nature, real, personal and mixed, now owned by the party of the first part herein, or to which it has any right, either legal or equitable, absolute or contingent; and also all and singular the franchises, rights and privileges now owned, possessed or acquired, or to which the said party of the first part has any right or title, either legal or equitable, absolute or contingent; and also all the rails, bridges, ways, piers, depots, engine houses, car houses, station houses, warehouse, machine shops, work shops, mills, machinery, engines, tackle, tools, erections, superstructures, fixtures, privileges, franchises and rights of said party of the first part, and all the lands, tenements, hereditaments and real estate wheresoever and whatsoever now owned by said party of the first part, or to which it has any right, legal or equitable, absolute or contingent, and

all and singular the locomotives, passenger cars, freight cars, and all other cars, carriages, tools, machinery and equipments for said railroad, and now owned by said "Oregon Central Railroad Company," party of the first part herein; and also all goods and chattels, horses, mules, carts, drays, oxen, all live stock, and all implements of every name and nature, heretofore or now used in and about the construction of such railroad and telegraph line, and all rolling stock of every kind and description now owned by said party of the first part, together with all rents, issues, income, profits, money, rights, benefits and advantages derived or to be derived, had or received, therefrom by said party of the first part; also all donations and agreements to give, pay or transfer to the party of the first part, any moneys, lands, tenements or other property with full power and authority to enforce the collection and transfer of the same. And also and especially all the lands, rights, title, franchise, interest, claim, property and demand whatsoever, both legal and equitable, present and prospective, absolute and contingent, which the "Oregon Central Railroad Company," party of the first part herein, now has, owns or possesses, or to which it is now of right entitled legally or equitably, or to which it may at any time hereafter become entitled, in and to the franchise and grant of lands made by the Congress of the United States to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, by an Act entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the

Central Pacific Railroad in California to Portland, in Oregon," approved July 25, A. D. One Thousand Eight Hundred and Sixty-six (1866) and amendments thereto; and also all the lands included in such grant and all the right, title and interest which the party of the first part now has to the same, hereby giving, granting and assigning unto said party of the second part all the right, title, interest and claim which the party of the first part now has in or to the lands, franchises, property, benefits and emoluments granted or intended to be granted by virtue of the Act of Congress aforesaid, and the acts amendatory thereof, or supplemental thereto; also all the right, title and franchise which the party of the first part has for any purpose whatever by virtue of any act or resolution of the Legislature of the State of Oregon, or the judgment or decree of any court, either state or federal.

To have and to hold the said premises, franchises and property, and every part thereof, unto the said "Oregon and California Railroad Company," party of the second part herein, its successors and assigns forever.

In Witness Whereof the said "Oregon Central Railroad Company," party of the first part herein, has caused its corporate seal to be affixed to these presents, and the same to be signed by its President and Secretary by resolution of the Board of Directors thereof, and also by resolution of the stockholders thereof at Salem, Marion County, state of Oregon, this twenty-ninth (29th) day of March in the year of our Lord, One Thousand Eight Hundred and Seventy (1870).



Signed, Sealed and Delivered

in presence of us

J. H. Mitchell

Memory N. Chapman.

Oregon Central Railroad Company,

By I. R. Moores, President.

Oregon Central Railroad Company,

By Geo. E. Cole, Secretary.

(Seal, O. C. R. R. Co.)

STATE OF OREGON, }  
County of Marion, }<sup>ss.</sup>

Be it remembered that on this twenty-ninth (29th) day of March, A. D. One Thousand Eight Hundred and Seventy (1870), before me, M. N. Chapman, a Notary Public in and for the State of Oregon for the County of Marion, duly commissioned and qualified, personally appeared the above named I. R. Moores, President of the "Oregon Central Railroad Company," and Geo. E. Cole, Secretary of the "Oregon Central Railroad Company," named in the foregoing indenture, and whose names are subscribed to the foregoing instrument, both personally known to me to be the individuals described in and who executed the said instrument, and they severally acknowledged to me that he, the said I. R. Moores, as President of the "Oregon Central Railroad Company," and he, the said Geo. E. Cole, as Secretary of the said "Oregon Central Railroad Company," executed the foregoing conveyance as and for the act and deed of

the said "Oregon Central Railroad Company," freely and voluntarily and for the uses and purposes therein mentioned. And the said Geo. E. Cole, being duly sworn, did depose and say, that he is the Secretary of the "Oregon Central Railroad Company," and resides at Portland, Oregon; that he is acquainted with the corporate seal of said company; that the said seal affixed to the foregoing conveyance is such genuine corporate seal; that he affixed the same as Secretary of said company on the twenty-ninth day of March, A. D. 1870, by order of the Board of Directors of said company, ratified, and affirmed by an order of the stockholders thereof, and that he signed his name as Secretary to said conveyance by like orders.

In Witness Whereof, I have hereunto subscribed my name and affixed my Notarial Seal the day and year first above written.

(Notarial Seal.)

MEMORY N. CHAPMAN,  
Notary Public.

(U. S. R. S. 5c canceled M. N. C., March 29, 1870.)

## Exhibit C

This indenture made and entered into this sixth day of October, in the year of our Lord, One Thousand Eight Hundred and Eighty, between the Oregon Central Railroad Company, of Portland, Oregon, a corporation duly incorporated and organized under the laws of the State of Oregon, party of the first part, and the Oregon and California Railroad Company, of Portland, Oregon, a like corporation duly incorporated and organized under the laws of the State of Oregon, party of the second part,

Witnesseth, That said party of the first part, the said Oregon Central Railroad Company, under, pursuant to and by virtue of the power and authority conferred upon it and invested in it by the laws of the State of Oregon, and pursuant to and by authority of resolutions duly passed at a meeting of its stockholders duly called and held at its offices in Portland, Oregon, on the 6th day of October, A. D. 1880, and of resolution of its Board of Directors duly passed at a meeting of said Board, duly held at the office of said Company, the 6th day of October, A. D. 1880, among other things authorizing the sale and conveyance of the property hereinafter described to the party of the second part,

And in consideration of the covenants and agreements of the party of the second part, hereinafter contained, and the sum of Ten Dollars in U. S. gold coin to it in hand paid by the party of the second part at and

before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, set over, enfeoffed, conveyed and confirmed, and doth hereby grant, bargain, sell, assign, transfer, set over, enfeoff, convey and confirm unto the party of the second part and its successors and assigns forever, all the railroad of the said party of the first part heretofore constructed, extending from Portland, Oregon, to St. Joseph, in Yamhill County, in the State of Oregon, a distance of forty-eight miles, together with all its lands, tenements, and hereditaments acquired and appropriated for the purpose of a right-of-way for its railroad and for stations, depots, turntables and other railroad purposes, and all the appurtenances thereunto belonging.

And also all its lands not heretofore conveyed, by it acquired and which it shall hereafter acquire or to which it is entitled under and pursuant to the provisions of the Act of Congress of the United States of America entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May fourth, One Thousand Eight Hundred and Seventy.

And also all its depots, engine houses, car houses, station houses, warehouses, machine shops, work shops, superstructures, erections and fixtures.

And also all and singular the franchises, rights and privileges now owned or possessed by it the party of the



first part.

And all lands, tenements and hereditaments acquired, appropriated or now owned by the party of the first part, wheresoever situated.

And also all and singular the locomotives, tenders, passenger cars, freight cars, and all other cars, carriages, tools, machinery and equipments for said railroad now owned by the party of the first part.

And also all goods and chattels, materials and supplies, now owned by the party of the first part, whether in any way relating or pertaining or belonging to or connected with said railroad, or running or operating the same, or otherwise, together with all rents, issues, incomes, profits, moneys, rights, benefits and advantages derived or to be derived, had or received therefrom by said party of the first part in any way whatever.

And all the premises, rights, franchises, and property, real, personal or mixed, whether hereinbefore described, specified, or enumerated, or not, now owned by the said party of the first part, or to which it has any right, title or interest, legal or equitable, absolute or contingent.

To Have and to Hold all and singular the premises, rights, franchises and property, real, personal and mixed, hereby conveyed or intended to be conveyed, and every part and parcel thereof, with all the appurtenances unto the same belonging, or in any wise appertaining, unto the said party of the second part, its successors and assigns forever, and said party of the first part for itself,

its successors and assigns, covenants and agrees to and with said party of the second part, its successors and assigns, that it, the said party of the first part, and its successors and assigns, will and shall upon the reasonable request and at the cost of said party of the second part, its successors and assigns, make, execute, or cause to be done and executed, all and every such further and other lawful acts, conveyances and assurances in law for the better and more effectual vesting and conferring the premises, rights and franchises, hereby granted, or so intended to be, in and to the said party of the second part, its successors and assigns forever, as by the said party of the second part, its successors and assigns, or its or their counsel learned in the law shall be reasonably advised or deemed necessary.

And this Indenture Further Witnesseth, That the said party of the second part, the said Oregon and California Railroad Company, in consideration of the grant and conveyance aforesaid, hereby covenants and agrees to and with said party of the first part, said Oregon Central Railroad Company, its successors and assigns, that it, said Oregon and California Railroad Company, and its successors and assigns, will and shall pay and discharge, or cause to be paid and discharged, all the lawful indebtedness of the said Oregon Central Railroad Company, and will forever indemnify and save and keep harmless said Oregon Central Railroad Company, its directors and stockholders against said indebtedness and from all costs, expenses and damages on account thereof.

In Witness Whereof, Said party of the first part by virtue of said resolution of said meetings of its stock-

holders and Board of Directors, and said party of the second part, by virtue of resolutions of its Board of Directors, duly passed, have caused this indenture to be signed by their respective Presidents and Secretaries, and their respective corporate seals to be affixed the day and year above written.

In presence of J. N. Dolph, Chas. E. Bretherton.

THE OREGON CENTRAL RAILROAD COMPANY,

By T. R. Cornelius, President.

THE OREGON CENTRAL RAILROAD COMPANY,

By A. G. Cunningham, Secretary.

(Seal)

THE OREGON AND CALIFORNIA RAILROAD COMPANY,

By R. Koehler, President.

THE OREGON AND CALIFORNIA RAILROAD COMPANY,

By A. G. Cunningham, Secretary.

(Seal)

STATE OF OREGON, }  
County of Multnomah, } *ss.*

Be it remembered that on sixth day of October, A. D. 1880, before me, the undersigned, a Notary Public in and for the said County of Multnomah, and State of Oregon, duly commissioned and qualified, personally came T. R. Cornelius, President of the Oregon Central Railroad Company, and A. G. Cunningham, Secretary of the Oregon Central Railroad Company, whose

names are subscribed to the foregoing instrument as parties thereto, and as President and Secretary of said Oregon Central Railroad Company, both personally known to me to be the individuals named and described in and who executed the said instrument and they severally acknowledged to me that he, said T. R. Cornelius, as President, and he, the said A. G. Cunningham, as Secretary of the Oregon Central Railroad Company, executed the foregoing instrument as and for the acts and deeds of said Oregon Central Railroad Company freely and voluntarily, and for the uses and purposes therein mentioned, and he, the said A. G. Cunningham, being by me duly sworn, did depose and say that he is the Secretary of the Oregon Central Railroad Company, and resides at East Portland, in Multnomah County, Oregon, and he is the legal custodian of and is acquainted with, and has in his possession the corporate seal of the Oregon Central Railroad Company; that the seal affixed to the foregoing instrument is such corporate seal; that the same was so affixed by him as Secretary of said Company, on the sixth day of October, A. D. 1880, by order of the Board of Directors of said Company, and that he signed his name thereto by the like order of the Board of Directors of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at the city of Portland, Oregon, the date first above written.

I. R. MOORES,

(Notarial Seal).      Notary Public in and for Oregon.



STATE OF OREGON, }  
County of Multnomah, }<sup>ss.</sup>

Be it remembered that on this sixth day of October, A. D. 1880, before me, the Notary Public in and for the said County of Multnomah, and the State of Oregon, duly commissioned and qualified, personally came R. Koehler, President of the Oregon and California Railroad Company, and A. G. Cunningham, Secretary of the Oregon and California Railroad Company, whose names are subscribed to the foregoing instrument as parties thereto, and as President and Secretary of the said Oregon and California Railroad Company, both personally known to me to be the individuals named and described in and who executed the said instrument, and they severally acknowledged to me that he, said R. Koehler, as President, and he, the said A. G. Cunningham, as Secretary, of the Oregon and California Railroad Company, executed the foregoing instrument as and for the act and deed of said Oregon and California Railroad Company freely and voluntarily, and for the uses and purpose therein mentioned, and he, the said A. G. Cunningham, being by me duly sworn, did depose and say that he is the Secretary of the Oregon and California Railroad Company, and resides at East Portland, Multnomah County, Oregon; that he is the legal custodian of and is acquainted with and has in his possession the corporate seal of the Oregon and California Railroad Company; that the seal affixed to the foregoing instrument is such corporate seal; that the same was so affixed by

him as Secretary of said Company on the sixth day of October, A. D. 1880, by order of the Board of Directors of said Company; that he signed his name thereto by the like order of the Board of Directors of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at the city of Portland, Oregon, the date first above written.

I. R. MOORES,

(Notarial Seal.)     Notary Public in and for Oregon.

## Exhibit D

This indenture, made the second day of June, in the year One Thousand Eight Hundred and Eighty-One. Between the Oregon and California Railroad Company (a corporation organized and existing under the laws of Oregon, and hereinafter called the Company), of the first part, and Henry Villard, of the City and State of New York, Robert Davie Pebbles, of London, in England, and Charles Edward Bretherton, of the City and State of New York, (hereinafter called the Trustees), of the second part.

Whereas, by an Act of Congress, entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon," and approved July 25th, 1866, it was, amongst other things, enacted as follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the 'California and Oregon Railroad Company,' organized under an Act of the State of California, to protect certain parties in and to a railroad survey "to connect Portland, in Oregon, with Marysville, in California," approved April 6th, 1863, and such Company, organized under the laws of Oregon as the Legislature of said State shall hereafter designate, be and they are hereby authorized and empowered to lay out, locate, construct, finish and maintain a railroad and telegraph line between the city of Portland, in Oregon, and the Central Pacific Railroad in

California, in the manner following, to-wit: The said California and Oregon Railroad Company to construct that part of the said railroad and telegraph within the State of California, beginning at some point (to be selected by said Company) on the Central Pacific Railroad in the Sacramento valley, in the State of California and running thence northerly, through the Sacramento and Shasta valleys, to the northern boundary of the State of California; and the said Oregon Company to construct that part of the said railroad and telegraph line within the State of Oregon, beginning at the city of Portland, in Oregon, and running thence southerly through the Willamette, Umpqua and Rogue River valleys to the southern boundary of Oregon, where the same shall connect with the part aforesaid to be made by the first named Company, *Provided*, that the Company completing its respective part of the said railroad and telegraph line from either of the termini herein named to the line between California and Oregon before the other Company shall have likewise arrived at the same line shall have the right, and the said Company is hereby authorized to continue in constructing the same beyond the line aforesaid, with the consent of the State in which the unfinished part may lie, upon the terms mentioned in this Act, until the said parts shall meet and connect and the whole line of the said railroad and telegraph shall be completed.

“Sec. 2. And be it further enacted, that there be and hereby is, granted to the said Companies, their successors and assigns, for the purpose of aiding in the



construction of said railroad and telegraph line, and to secure the safe and speedy transportation of the mails, troops, munitions of war, and public stores over the line of said railroad, every alternate section of public land not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile (ten on each side) of said railroad line; and when any of said alternate sections or parts of sections shall be found to have been granted, sold, reserved, occupied by homestead settlers, pre-empted, or otherwise disposed of, other lands designated as aforesaid shall be selected by said Companies in lieu thereof, under the direction of the Secretary of the Interior, in alternate sections, designated by odd numbers as aforesaid nearest to, and not more than ten miles beyond the limits of the said first named alternate sections; and as soon as the said Companies, or either of them shall file in the office of the Secretary of the Interior a map of the survey of said railroad or any portion thereof not less than sixty continuous miles from either terminus, the Secretary of the Interior shall withdraw from sale public lands herein granted on each side of said railroad, so far as located and within the limits before specified. The lands herein granted shall be applied to the building of said road within the States respectively wherein they are situated. And the sections and parts of sections of land which shall remain in the United States within the limits of the aforesaid grant, shall not be sold for less than double the minimum price of public lands when sold, *Provided*, That bona fide and actual settlers under the pre-emption laws of the United States may, after due proof of set-

tlement, improvement and occupation, as now provided by law, purchase the same at the price fixed for said lands at the date of such settlement, improvement and occupation. *And provided, also,* That settlers under the provision of the Homestead Act, who comply with the terms and requirements of said Act, shall be entitled, within the limits of said grant, to patents for an amount not exceeding eighty acres of the land so reserved by the United States, anything in this Act to the contrary notwithstanding."

"Sec. 3. And be it further enacted, That the right-of-way through the public lands be and the same is hereby granted to said companies for the construction of said railroad and telegraph line; and the right, power and authority are hereby given to said Companies to take from the public lands adjacent to the line of said road, earth, stone, timber, water and other materials for the construction thereof. Said right-of-way is granted to said railroad to the extent of one hundred feet in width on each side of the said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, work shops, depots, machine shops, switches, sidetracks, turntables, water stations, or any other structures required in the construction and operating of said road."

And Whereas, by another Act of Congress, entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," and approved May 4, 1870, it was, amongst other things, enacted as

follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That for the purpose of aiding in the construction of a railroad and telegraph line from Portland to Astoria, and from a suitable point of junction near Forest Grove to the Yamhill River, near McMinnville, in the State of Oregon, there is hereby granted to the Oregon Central Railroad Company, now engaged in constructing the said road, and to their successors and assigns, the right-of-way through the public lands of the width of one hundred feet on each side of said road and the right to take from the adjacent public lands materials for constructing said road, and also the necessary lands for depots, stations, side-tracks, and other needful uses in operating the road, not exceeding forty acres at any one place; and, also, each alternate section of the public lands not mineral, excepting coal or iron lands, designated by odd numbers, nearest to the said road, to the amount of ten such alternate sections per mile, on each side thereof, not otherwise disposed of or reserved, or held by valid pre-emption or homestead right at the time of the passage of this Act, and in case the quantity of ten full sections per mile cannot be found on each side of said road within the said limits of twenty miles, other lands designated as aforesaid shall be selected under the direction of the Secretary of the Interior on either side of any part of said road nearest to and not more than twenty-five miles from the track of said road to make up such deficiency."

And, Whereas, said Oregon and California Railroad

Company has succeeded to and become invested with and is now possessed of and entitled to all the grants, rights, franchises and privileges conferred upon the Oregon Company referred to in the first hereinbefore entitled Act of Congress, and of the Oregon Central Railroad Company mentioned in the secondly hereinbefore recited Act of Congress, and there has been already accepted and approved by the United States, as duly constructed under the provisions of the said firstly recited Act, the part of the railroad of said Oregon and California Railroad Company, situated between East Portland and Roseburg, 198 miles in length, and as duly constructed under the provisions of the said secondly recited Act, the part of the railroad of said Oregon and California Railroad Company, situate between Portland and St. Joseph, 47 miles in length, and the Company has resolved to and is about to proceed with the completion of the remaining lines of railroad and telegraph authorized by and specified in said Acts of Congress.

And, Whereas, said Oregon and California Railroad Company, by an indenture dated the fifteenth day of April, in the year of our Lord, One Thousand Eight Hundred and Seventy, mortgaged to Faxon D. Atherton and Milton S. Latham, all its railroad from Portland to the boundary line of the State of Oregon and California then constructed and thereafter to be constructed, with its equipments and appurtenances, and all its property except its Congressional land grant, upon the terms and conditions therein mentioned, to secure



an issue of eighteen thousand four hundred and fifty mortgage bonds of the said Company, amounting to the sum of Ten Millions Nine Hundred and Fifty Thousand Dollars and interest thereon as evidenced by interest warrants or coupons thereto annexed, all which bonds were duly negotiated and issued.

And, Whereas, by another indenture also dated the fifteenth day of April, in the year of our Lord One Thousand Eight Hundred and Seventy, said Company granted and conveyed to the said Milton S. Latham, Faxon D. Atherton and William Norris all the lands granted, and to be granted by the United States, to aid in the construction of said railroad upon trusts as therein provided for the sale of such lands, and for the creation with the proceeds of such sale of a sinking fund for the payment at maturity of said issue of Ten Millions Nine Hundred and Fifty Thousand Dollars, in amount of the first mortgage bonds of said Company.

And Whereas, said Company having made default in payment of the interest upon said bonds, the holders thereof formed and organized themselves into an association called the "Association of Holders of the Oregon and California Railroad Seven Per Cent First Mortgage Bonds," having its office and legal domicile at Frankfort-on-the-Main, in Germany, and such association became the holder of all of said bonds.

And, Whereas, by a plan of reorganization of said Oregon and California Railroad Company, adopted by an extraordinary general meeting of said association on

the 5th day of May, 1881, and adopted and ratified by a special meeting of the stockholders of said Company on the 7th day of May, 1881, it was resolved and agreed that the holders of said bonds should receive payment thereof in a new issue of preferred stock of said Company of the amount and of the character and under and subject to the conditions hereinafter specified, and that the performance of the conditions upon which said preferred stock should be subscribed and issued should be secured by a deed of trust or security to said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, in the manner provided and effected by these presents.

And, Whereas, in pursuance of further provisions of said plan of reorganization by a deed of mortgage and trust dated the first day of June, 1881, the Company mortgaged its railroads, lands, and all other property, present and future, to Henry Villard, Horace White and Charles Edward Bretherton to secure an immediate issue of 6,000 first mortgage bonds, for the aggregate amount of Six Million Dollars in gold coin, bearing interest at the rate of six per cent per annum, payable half yearly, on the first days of January and July, and redeemable at 110 per cent of the par value thereof, in manner in said bonds and mortgage specified, all of which 6,000 bonds have been issued and are now outstanding, and also to secure such further issues of first mortgage bonds not exceeding in whole the rate of \$20,000 for each mile of road now or hereafter constructed by said Company as should be thereafter made under

the provisions and on the security of said deed of mortgage and trust.

And, Whereas, the said Company in pursuance of its articles of incorporation and by-laws and of said plan of reorganization of the Company approved and ratified by the special meeting of its stockholders held on the 7th day of May, 1881, has made an issue of preferred stock, Twelve Million Dollars in amount in twelve thousand shares of One Hundred Dollars each, all of which stock has been subscribed, and issued upon the following conditions, namely:

I. The preferred stock is entitled to a preferential dividend, not cumulative, of seven per cent per annum, payable out of the net earnings of the Company, and, after the first mortgage bonds hereinafter specified have been paid off out of the gross proceeds of the land grants.

II. Net earnings mean the surplus of the gross earnings of the railroad, after the deduction only of all operating and management expenses, repairs, necessary increase of rolling stock and equipment, taxes and the interest and sinking fund payments upon the first mortgage bonds secured by, and now or hereafter issued under the provisions of the deed of mortgage and trust, dated June 1st, 1881, and made by the Company to Henry Villard, Horace White and Charles Edward Bretherton.

III. In addition to the preferential dividend above mentioned, the preferred stock shall rank equally with the common stock for additional dividends in each year.

after the common stock has received seven per cent in such year.

IV. The entire gross proceeds of the lands, remaining after payment of the first mortgage bonds above specified, shall be distributed exclusively among the preferred stockholders.

V. The dividend on the preferred stock, realized from the proceeds of the lands as above defined, shall diminish, pro tanto, the preferential right of the preferred stock to dividends out of the net earnings of the road, as against the common stock, but in no case shall any part of the land proceeds, as above defined, be distributed among the common stock.

VI. The computation of earnings and land proceeds for the purpose of adjusting the amount of the preferential dividend shall be made annually on the 31st of December, and the dividend shall be declared at or before the annual meeting in the following April.

VII. On any dissolution of the Company, the preferred stock shall be refunded in full, before anything is refunded to the common stock.

VIII. No sale, disposition, incumbrance or lease of the railroad or any part of it, nor any mortgage or issue of bonds, except the first mortgage bonds at the rate of \$20,000 a mile hereinbefore specified, nor any operating traffic or running contract in the nature of a lease, or which shall transfer the management or operation of the road, or any part of it, to another company, nor any consolidation with another company, nor any



lease of the railroad of another company, nor any guarantee or assumption of the liabilities of any other company for bonds, coupons, dividends, or otherwise, nor any supplementary articles of incorporation of the Company, nor any increase of the preferred or common stock, shall be made, or be valid without the consent of an absolute majority in amount of all the preferred stock actually issued and outstanding, nor shall the Pacific Extension be undertaken without such consent.

IX. The dividends on the preferred stock for the years 1881 and 1882, not exceeding eight per cent in all may be paid in scrip, convertible into preferred stock instead of cash.

And Whereas, in further pursuance of said plan of reorganization, it has been resolved and agreed between the said Company and the said Trustees, that the ownership of all the shares of said preferred stock so issued and entitled to the security of these presents, shall be evidenced by certificates issued by said Company, and referring to these presents and upon which certificates the conditions upon which said preferred stock is subscribed and issued as hereinbefore set forth shall be endorsed, and otherwise in such form as said Company and said Trustees shall from time to time determine, but which certificates shall only be valid when countersigned by, and registered with some respectable bank or trust company in New York, London and Frankfort-on-the-Main, from time to time agreed upon and appointed in writing by said Trustees and said Company, as Registrars of said preferred stock.

And, Whereas, the Farmers Loan and Trust Company in New York, the London and San Francisco Bank, limited, in London, and the Deutsche Vereinsbank, in Frankfort-on-the-Main, have been so agreed upon and appointed as Registrars of said preferred stock.

Now, this Indenture Witnesseth, That in pursuance of said resolution and agreements and of said plan of reorganization, and to secure the performance of the conditions upon which said preferred stock has been subscribed and issued, as aforesaid, said Oregon and California Railroad Company, doth hereby grant, bargain, sell, assign, transfer and convey unto said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, their heirs, assigns and legal successors, as Trustees of these presents, all and singular the railroad lines of said Oregon and California Railroad Company, now constructed and in operation, between East Portland and Roseburg, and between Portland and Corvallis, and Albany and Lebanon, in the State of Oregon, including the railroads heretofore known as the Oregon Central Railroad, the Western Oregon Railroad and the Albany and Lebanon railroad, in all about three hundred and six and one-half ( $306\frac{1}{2}$ ) miles in length running through the Counties of Multnomah, Clackamas, Marion, Linn, Lane, Douglas, Washington, Yamhill, Polk and Benton in said State of Oregon together with the ferry, ferry-boats and landings connecting said railroads at Portland and East Portland, and also all the railroads of said Oregon and California Railroad Company to be hereafter constructed, that is to say the Pacific Exten-

sion thereof, from Forest Grove to Astoria, in accordance with the act of Congress of May 4, 1870, hereinbefore recited, and the line from Corvallis to Junction and the Southern Extension thereof from Roseburg to California, to a junction with the Central Pacific Railroad in accordance with the Act of Congress of July 25, 1866, hereinbefore recited, and also all land rights of way, easement and premises now acquired or appropriated for the purpose of the right of way of said railroads, or for grounds, side tracks, depots, warehouses, tanks, round houses, stock yards, or any other railroad purposes and also all lands granted by the United States in aid of the construction of the said railroads already completed between the termini aforesaid and not yet sold, estimated to be in amount about one million nine hundred thousand acres, and all other lands now or which may be hereafter granted to said company by the United States, and which lands are intended to be more particularly identified as the same are patented by the United States in manner hereinafter provided and also together with all rails, spikes, ties, timber, iron, switches, frogs, depots, warehouses, round houses, machine shops, bridges, trestle work, and all other buildings or structures now or hereafter belonging to, or used for, the maintenance or operation of said railroads respectively, including all the offices, docks and warehouses of the company, in Portland and East Portland, or elsewhere, and all locomotives, cars and other rolling stock, railroad supplies, fuel, tools and machinery now used, or which may hereafter be used in, or provided for the maintenance or operation of said

railroads and all telegraph lines and other appurtenances of said railroads and the franchise to operate same, and all the income, earnings, and profits of said railroads, lands and premises and all other present and future property of every description, of said Oregon and California Railroad Company.

To have and to hold the said railroads, lands, rolling stock, equipment, premises and property unto the use of said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, their heirs, assigns and legal successors as trustees of these presents as joint tenant, and not as tenants in common free from all prior liens and encumbrances whatever (except the prior lien created by the said deed of mortgage and trust to Henry Villard, Horace White and Charles Edward Bretherton, in favor of the first mortgage bonds now issued or which may be hereafter issued, upon security of said deed of Mortgage and Trust as hereinbefore specified), in trust nevertheless for the equal benefit and security, pro rata, of every holder of the preferred stock of said company duly registered as aforesaid, with one of the registrars of said preferred stock and now issued, or which may be hereafter issued, in pursuance of the provisions of these presents, and intended to be secured hereby, without any priority of any holder over another, by reason of earlier issue, or otherwise, and for the uses and purposes, and with the rights and powers and subject to the provisions, agreements, covenants and stipulations contained in the following articles, that is to say:

Article 1. The said Oregon and California Railroad



Company hereby covenants with the said Trustees that it will forever duly and faithfully perform each and all the conditions upon which said preferred stock has been subscribed and issued as hereinbefore recited.

Article 2. And further, that if any such condition shall be violated or broken and such breach or violation shall continue for six calendar months then said Trustees shall by notice in writing left at the office of the company in Portland, cancel the subscription of all the preferred stock, and thereupon the said company shall and will forthwith pay, on demand, at the office of the company in Portland, to every holder of preferred stock, upon presentation of this certificate, the sum of one hundred dollars for each share held by him.

Article 3. Until the breach of some condition hereby covenanted to be performed as aforesaid, said company shall freely possess the said railroads, lands and premises and the income, earnings and profits thereof, and may contract to sell and sell and dispose of the lands granted by the United States and of all other lands owned by the company not required for the maintenance and operation of its railroads; but when and after all said first mortgage bonds hereinbefore referred to shall have been paid off, no such sale, nor any conveyance or release of said lands, or any of them shall be valid and effectual unless such sale be at a price approved by said trustees and received by them, and such conveyance or release shall be executed by said trustees, or one of them, or by their attorney or attorneys in fact thereunto lawfully

authorized. And for the purpose of facilitating such sales, when and after all said first mortgage bonds hereinbefore referred to shall have been paid off, said trustees may from time to time, either concur with said company in appointing an agent to make such sales and execute such releases and conveyances as their attorney in fact, join in such sales, and to execute such releases and conveyances as their attorney in fact, and they may delegate to any such agent all their powers and duties in respect to the sale of lands, except the custody of the proceeds thereof.

Article 4. Said trustees shall hold the said proceeds of all lands sold, after all such first mortgage bonds hereinbefore referred to shall have been paid off, upon trust, to distribute the same as dividend upon the preferred stock in conformity with the conditions thereof.

Article 5. In case said company shall fail to perform and keep any condition upon which said preferred stock is subscribed and issued, as hereinbefore set forth, it shall be lawful for said trustees to take possession personally or by their agent or agents, of said railroad, rolling stock and equipment, and the lands and other premises, hereby conveyed or which may be then subject to the lien of these presents and to operate the said railroads and manage the same, and collect and receive the income earnings and tolls thereof, and the proceeds of lands contracted to be sold; and said company covenants and agrees that it will, on demand surrender such possession and permit said trustees to use and possess said railroads,

rolling stocks, lands and premises, without interruption or disturbance, and will permit and suffer said trustees to collect and get in all freight moneys, ticket balances or other earnings, and the purchase moneys of all lands sold, either then due or thereafter becoming due, and in case it may be necessary, or may be deemed advisable by said trustee, to take legal proceedings for dissolution of said company or for cancellation of the subscription of the preferred stock, or enforcement of the covenants, stipulations or trusts of these presents or to obtain possession of said premises in pursuance of the provisions of this article, they shall be entitled to the appointment, by the court in which such legal proceedings are instituted, of a Receiver or Receivers to be nominated by them or to be themselves nominated and appointed Receivers as they may think most expedient.

Article 6. Said trustees, when in possession of said railroads, lands and premises shall have the right as irrevocable attorney or attorneys of said company to bring or defend in the name of the said company any action for the collection of income, freight moneys, ticket balances or other earnings or unpaid purchase money for lands sold, or for obtaining or defending the possession of any property subject to the lien or trusts of these presents or for the condemnation of lands required for the maintenance or operation of said railroads, or in any manner affecting the maintenance thereof.

Article 7. Said trustees are hereby authorized, in their discretion to accept possession of said railroads,

with the rolling stock, lands and appurtenances herein comprised although no such default as aforesaid shall have been made if said company shall offer to give up possession to them and thereupon to manage and operate the same, and collect the income and earnings thereof, as hereinbefore provided.

Article 8. It shall be the duty of said trustees to take possession of said railroads, lands and premises, after any such breach as aforesaid upon written requisition made to them for such purpose by the holders of not less than one quarter in amount of said preferred stock.

Article 9. Said trustees shall have full power, from time to time for the purpose of enforcing and administering the trusts and powers of these presents, and for operating and managing or keeping in good order and repair the said railroads, rolling stock, lands and premises, to hire and employ such managers, officers, clerks, agents, attorneys and assistants as they shall deem necessary or useful, and to defray all expenses of such employment and of otherwise executing the trusts of these presents, and to pay any taxes assessed upon the trust premises or any part thereof or any other prior charges thereon, out of any moneys coming to their hands, and in case said trustees shall have no funds in their hands, and shall make any payments either for such purposes or in any other manner for the protection or preservation of the trust premises (whether said trustee shall be in possession of the same or not), the



amount so paid, together with interest thereon at the rate of ten (10) per centum per annum, shall be a first charge on the trust premises, and the earnings, income and proceeds thereof; and in case said company shall fail, on demand to repay said trustees any amount paid by them as aforesaid, with interest at the rate aforesaid they may enter upon and take possession of said railroads, lands and premises, and retain possession and receive the income, earnings and proceeds thereof until they shall have recouped themselves the amount so paid, with interest as aforesaid.

Article 10. In case the company shall, after cancellation of the subscription of the preferred stock in manner provided in Article 2 of these presents, make default in payment to any holder of preferred stock of the sum payable to him under the provisions of said article, it shall be the duty of said trustees to forthwith proceed to enforce this security, and to sell said railroads, rolling stock, equipment and appurtenances, and the land and premises comprised herein, or then subject to the lien of these presents, in one lot, or in more than one lot or parcel, and at one time, or at different times, and for cash, or on reasonable credit, payment therefor being secured on the property sold, and otherwise, upon such terms and in such manner as said trustees may in their discretion, think best.

Article 11. Such sale or sales may be made either without suit by said trustees, or their duly authorized agent by public auction, at the door of the Court House

of Multnomah County in Oregon, after notice of such sale shall have been published at least once a week for four consecutive weeks in the New York Herald, or in case said paper shall not be then published, then in some other daily paper of general circulation published in New York and selected by said trustees; and in case said sale shall be adjourned, the like four weeks' notice shall be given of the adjourned sale; or at the option of said trustees such sale may be made judicially by action or suit brought by said trustees for the enforcement of the lien and powers of sale hereby created and granted, or the enforcement, performance or administration of the covenants, powers, stipulations and trusts of these presents, as said trustees may deem most expedient.

Article 12. The moneys received from the net earnings of said railroads or the purchase moneys received on any such sale thereof, as hereinbefore provided, or the purchase moneys received for lands sold, when in possession of said trustees, shall be applied in the following order: In the first place in the payment of the cost and expenses of the execution of the trusts of these presents, and the management and operation of said railroad, and in the protection and preservation of the trust premises, including a reasonable compensation to said trustees (in addition to the ordinary compensation herein provided for) and the fees of counsel and attorneys; and, in the next place, in payment of debts and liabilities incurred by said company otherwise than by or in or through the breach of any of the conditions upon which said preferred stock is subscribed and issued

as hereinbefore set forth; and lastly in payment to every holder of said preferred stock of the sum of one hundred dollars for each share of preferred stock held by him, or a proportionate part thereof in case such moneys shall be insufficient to pay the full amount; and the surplus, if any, of such moneys shall be refunded to said company.

Article 13. On any sale by virtue of these presents the receipt of the said trustees shall be a sufficient discharge to any purchaser for all purchase money paid by him, and any conveyance or assignment made by said trustees shall vest in said purchaser all the title and interest of said company as fully and effectually as if the company were party thereto.

Article 14. The company hereby covenants and agrees with the said trustees on behalf and for the benefit of the holders of said preferred stock that it will, from time to time, and at all times hereafter upon reasonable request, make, execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances in the law for the better assuring unto the said trustees and their legal successors, from time to time as trustee of these presents upon the trusts and for the purposes herein expressed, the said railroads, rolling stocks, equipment, lands and premises herein comprised, free from all prior liens and encumbrances except as herein specified and all other present and future property of said company of every kind and description as by the said trustees or their counsel learned in the law shall be reasonably

devised, advised or required, and will, from time to time, as the said lands now or hereafter granted by the United States are patented to said company, execute proper deeds of further assurance thereof to said trustees so as to fully identify the lands intended to be comprised in or subjected to the lien of these presents.

Article 15. All rights or powers by these presents given to, or covenants, stipulations or agreements made with said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton shall survive and enure to the benefit of the trustee or trustees for the time being of these presents, in the same manner as if said trustee or trustees had been named herein.

Article 16. In these presents the word "trustees" shall be held to mean the said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton while continuing to be trustees hereof, and the trustees for the time being of these presents, whether all or any be original trustees or new trustees.

Article 17. No trustee shall be in any manner responsible for any act, default or misconduct of his co-trustee, nor for that of any agent, bank, banker, broker, or other persons employed by him or by his co-trustee, unless he shall be chargeable with culpable negligence in their selection or in the continuance of their employment; nor otherwise except for his own willful default, misconduct or gross negligence. But except as herein specially authorized, no trustee shall have power to delegate his powers or authority to his co-trustees or



co-trustee, or to any other person whatever.

Article 18. The trustees may pay such reasonable compensation as they shall deem proper to all agents, land agents, engineers, officers, attorneys and servants whom they may reasonably employ in the management of their trust, and said trustees shall be paid by said company or, in default out of the trust money, the sum of five hundred dollars per annum each, and in addition a further reasonable compensation for such services as they may be called upon to render in taking possession of and managing the premises or selling the same, or bringing suit for the enforcement of the liens or trusts hereby credited or the collection of the moneys secured or to be secured by or becoming payable by virtue of these presents.

Article 19. The case of the death, resignation or refusal or incapacity to act of any Trustee the surviving or continuing Trustees or Trustee shall by deed appoint a suitable person as Trustee, in the place or stead of the Trustee so dying, resigning, refusing or becoming incapable; and in case there shall be no surviving or continuing Trustees or Trustee, or such surviving or continuing Trustees or Trustee shall fail for three calendar months after the death, resignation, refusal or incapacity of their or his previous co-Trustee to appoint a new Trustee, the said company, or any holder of said preferred stock, may apply to any Judge in the Circuit Court of the United States for the District of Oregon, to make such appointment and any such Judge may ap-

point a new Trustee by instrument under his hand and seal, without suit or other legal proceedings therefor; but in no case shall a citizen of the State of Oregon be appointed, or be capable of acting as a Trustee of these presents. And it is hereby declared to be the duty of said Trustees to bring all actions or suits in any way relating to the trusts of these presents in the courts of the United States whenever such courts shall have jurisdiction of such action or suit, and not in the Courts of the State.

Article 20. A majority in amount of the holders of the said preferred stock shall have full power at any time without suit, and whether there be any vacancy or not to remove all or any of the then existing Trustees and to appoint other Trustees, or another Trustee, in their or his place and to increase or diminish the number of Trustees or to appoint a corporation duly authorized to execute trusts in the State of Oregon, as one of the Trustees or as sole Trustee; and any such act of the majority in the amount of the holders of preferred stock shall be deemed to be sufficiently made, executed, evidenced and proved by a written instrument or instruments purporting to be signed by the actual holders of the certificates for such preferred stock, whether they shall be registered in the names of such persons on the books of the company or not, provided that each such certificate shall be either in the name of such holder or transferable by him as attorney of the holder named in the certificate, and stating the identifying numbers of the certificates of the shares of such stock and the amount

of such shares held by each signatory, and the respective signatures to which, and the production to a Notary Public at the time of signature of the certificates specified, shall be acknowledged before and certified by such Notary Public and his certificate attached and authenticated by his Notarial Seal. No proof shall be necessary of the qualifications of any such Notary so purporting to act in the United States, the British Dominions, Holland, France or the German Empire.

Article 21. Any appointment of a new Trustee made by the surviving or continuing Trustees or Trustee, or the majority of the holders of preferred stock, or a Judge, as hereinbefore provided, shall be effectual to vest in the new Trustees or new Trustee all estates, rights, trusts, powers and duties as fully as if they or he were Trustees or a Trustee party to these presents without any new deed or conveyance; but nevertheless the said company hereby covenants in any and every such case to make, upon request of the new Trustees or Trustee, all such deeds, conveyances and assurances as may be appropriate for more fully and certainly vesting in and confirming to such new Trustees or Trustee such estates, rights, powers, trusts and duties and every resigning Trustee shall, on like request, make and execute such deeds, conveyances and assurances to his successors or successor.

Article 22. A majority in amount of the holders of the preferred stock at any time secured by these presents may, by written instrument, to be executed and

proved as provided in Article 28, at any time before the cancellation of the subscription for the preferred stock, as hereinbefore provided waive any breach of any condition upon which said preferred stock is subscribed and issued, but such waiver shall be of no effect unless such breach shall have consisted in some act or omission which a majority in amount of the holders of said preferred stock might have previously authorized, or unless such breach shall have consisted in the non-payment of any dividend, and the Company shall, together with such instrument or instruments of waiver, hand to the Trustees a sum of money sufficient to pay all such dividend then in arrear, and in the case last mentioned said Trustee shall proceed to pay said dividend as nearly as possible in the manner provided by these presents.

Article 23. The said company, for itself, its successors and assigns doth hereby absolutely and irrevocably waive the benefit or advantage of any and all valuation, stay, appraisement or redemption laws, or laws requiring liens or deeds of trust to be foreclosed or enforced by action or suit, and of all other laws now existing, or hereafter passed, which, but for this provision would prevent the absolute and unconditional sale of the premises hereby conveyed by a Court or by a Trustee without suit; and on any such sale said company, for itself, its successors and assigns, covenants to join in and confirm the conveyance to the purchaser.

Article 24. In case of any sale of said premises, whether by the Trustees or by a Court, any purchasers



shall be entitled to deliver, in part payment of the purchase money, any of the certificates for preferred stock secured by these presents; and such certificates shall be reckoned as equivalent to the sum which would be their proportion of the net proceeds of the sale after the deduction of all expenses. The payment to be made in cash to cover such expenses shall be fixed previously by the Trustees or the Court as the case may be and announced in the advertisement of sale.

Article 25. The Trustees shall, whenever requested by the company, release from the lien of these presents any land, rolling stock, or other property become useless for the purposes of the railroads by alteration of route, changes in machinery or equipment or otherwise.

Article 26. On any sale, whether by the Trustees or a Court, of the property hereby conveyed, or any part thereof, the Trustees shall have the right to buy in the same, and a majority in amount of the holders of the preferred stock shall have the right, by written instrument, evidenced and proved as hereinbefore provided by Article 28, to fix a sum which it shall be the duty of the Trustees to bid for the property to be sold, on behalf and for the benefit of such holders of preferred stock, but only on condition that due provision is made by such majority to the satisfaction of the Trustees or the Court as the case may be for the payment in cash of all expenses incurred in the execution of the trusts of these presents, and of the proportion of such sum payable to the holders of preferred stock not concurring in such request.

Article 27. On any such purchase the Trustees shall hold the property so purchased upon trust for the equal benefit of the holders of preferred stock, who had required the Trustees to buy in the property on their behalf, as the absolute property of said holders of preferred stock, without any right of redemption or resale in favor of said Company or any other holders of preferred stock.

Article 28. The Trustees shall deposit all trust funds which may from time to time come to their hands in their joint names, in the London and San Francisco Bank Limited, or such other respectable bank or banks, trust company or trust companies, in London, New York, Frankfort, San Francisco or Portland, as they may, from time to time agree upon, and may from time to time invest the same, until required, in the purchase of United States stocks or bonds at their market value, or in the first mortgage bonds of the company at any price not exceeding the par value thereof or on loans secured on such stocks or bonds.

Article 29. In computing the majority in amount of the holders of preferred stock hereinbefore referred to, only the stock actually issued and outstanding shall count, and not any stock belonging to the company, or reserved for the conversion of the issue of income bonds in said plans of reorganization mentioned.

Article 30. And, Whereas, by reason of distance, lapse of time, or other accident, the dates of the actual execution of this Indenture of Trust, by the various

parties thereto, may be previous or subsequent to the day of which it bears date. Now it is hereby expressly agreed and declared that this Indenture of Trust shall be dated the second day of June, 1881, and shall be valid and effectual as if executed on the day and date thereof, and that this Indenture of Trust is the indenture referred to in the certificates for preferred stock hereinbefore mentioned, and is made and executed by and between the parties hereto as and for the Indenture or Deed of Trust securing and intended to secure, the performance of the conditions on which said preferred stock is subscribed and issued.

In Witness Whereof, the said Oregon and California Railroad Company, pursuant to a resolution of its Board of Directors duly authorizing the same, has caused these presents and nineteen duplicates hereof to be sealed with the corporate seal, signed by its President, and attested by its Assistant Secretary, and the said Trustees respectively have hereunto and unto the said nineteen duplicates hereof set their hands and seals the day and year above written.

OREGON AND CALIFORNIA RAILROAD  
COMPANY,

By H. Villard, President.

Attest: H. H. Tyndale, Assistant Secretary.

O. & C. R. R. Corporate Seal.

H. VILLARD,

R. D. PEEBLES,

C. E. BRETHERTON,

Trustees.

Signed, Sealed and Delivered in Presence of Geo. A. Saxer, as to Sidney Starbuck, H. Villard, C. E. Bretherton.

Signed, Sealed and Delivered by Robert Davie Peebles in the Presence of James Davis, S. Jackson, 22 Old Broad Street, London.

STATE OF NEW YORK, }  
City and County of New York, }<sup>ss.</sup>

Be it remembered that on this 29th day of July, A. D. 1881, before me, Charles Edgar Mills, a Commissioner of the State of Oregon, in and for the State of New York, residing in said City of New York, personally appeared Henry Villard, the President of the Oregon and California Railroad Company, and Hector H. Tyndale, the Assistant Secretary of the same company, to me respectively personally known to be such, who being by me severally duly sworn did depose and say, that he, said Henry Villard, resides in the City and State of New York; that he, said Hector H. Tyndale, also resides in said City of New York; that he, said Henry Villard, is the President, and he, said Hector H. Tyndale, is the Assistant Secretary of said company; that they know the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed hereto by order of the Board of Directors of said company; and that they, the said Henry Villard and Hector H. Tyndale, signed their names thereto by the like order, as President and Assistant Secretary of said company,



respectively, and they further acknowledged the execution of the within instrument to be their free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 29th day of July, A. D. 1881.

CHARLES EDGAR MILLS,

A Commissioner for the State of Oregon in New York.  
(Commissioner's Seal.)

City and County of New York, {  
STATE OF NEW YORK, }<sup>ss.</sup>

Be it remembered, that on this 29th day of July, A. D. 1881, before me, Charles Edgar Mills, a Commissioner of the State of Oregon, in and for the State of New York, residing in said City of New York, personally appeared Henry Villard and Charles Edward Bretherton, Trustees in the foregoing Deed of Trust, to me personally known to be the identical persons described in and who executed the foregoing instrument as Trustees, and they severally acknowledged to me that they executed the same freely and voluntarily, as their act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 29th day of July, A. D. 1881.

CHARLES EDGAR MILLS,

A Commissioner for the State of Oregon in New York.  
(Commissioner's Seal.)

CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA } ss.  
For Great Britain and Ireland, London.

On this 17th day of August, 1881, before me, Adam Badeau, Consul General and ex-officio a Notary Public of the United States of America, at London, England, personally appeared Robert Davie Peebles, to me known to be the person of that name described in and who has executed the foregoing Deed of Mortgage and Trust, and then and there acknowledged the same to be his free and voluntary act and deed for the uses and purposes therein contained.

In Testimony Whereof, I have hereunto set my hand and affixed my official notarial seal, at London, aforesaid, the day and year above written.

ADAM BADEAU,

Consul General, U. S. A., London.

(U. S. Consulate Seal.)

## Exhibit E

*This Agreement* made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ One Thousand Eight Hundred and Eighty-Seven, by and between George Henry Hopkinson, Robert Davie Peebles, Patrick Buchan and Charles Edward Bretherton, the Stockholders' Reconstruction Committee of the Oregon and California Railroad Company, and who are hereinafter called the Stockholders' Committee, of the first part, the Pacific Improvement Company, a corporation created, organized and existing under the laws of the State of California, of the second part, Lawrence Harrison, Andrew Haes, Henry Hopkinson, George Henry Kearton and Lawrence James Baker, a Committee sitting in London, England, and representing the British holders of the First Mortgage Bonds of said Oregon and California Railroad Company, hereinafter called the London Bondholders' Committee, of the third part, Heinrich Hohenemser, Hermann Koehler, Karl Pollitz, Adolph Otto, Phillip Bonn, Heinrich Oswalt, Siegmund Lion and Emil Kalb, a Committee sitting in Frankfort, Germany, and representing the German holders of the First Mortgage Bonds of said Company, hereinafter called the Frankfort Bondholders' Committee, of the fourth part, the Southern Pacific Company, a corporation created, organized and existing under and by virtue of the laws of the State of Kentucky, of the fifth part, the said Oregon and California Railroad Company, of the sixth part, and the Union Trust Company of New York, a corporation

created, organized and existing under and by virtue of the laws of the State of New York, party of the seventh part, *witnesseth* as follows:

*First:* The Stockholders' Committee agrees to sell to the Pacific Improvement Company, One Hundred and Seventeen Thousand, Two Hundred and Ninety (117,290) shares of the Preferred Capital Stock of the Oregon and California Railroad Company, out of the total issue of One Hundred and Twenty Thousand (120,000) shares thereof, and Sixty-Seven Thousand, Seven Hundred and Eighty-Five (67,785) shares of the Common Capital Stock of said Oregon and California Railroad Company, out of the total issue of Seventy Thousand (70,000) shares thereof, and Second Mortgage Bonds of said Oregon and California Railroad Company, to the amount at their part value of Two Millions, Six Hundred and Ten Thousand Dollars (\$2,610,000), being the total issue of such Second Mortgage Bonds, and will deliver the same to the said Pacific Improvement Company, in the City of New York, on or before the first day of April, One Thousand Eight Hundred and Eighty-Seven; and the said Pacific Improvement Company, in consideration thereof, and in payment therefor, will, simultaneously with such delivery and with the deposit with the Union Trust Company of New York, by the London and Frankfort Bondholders' Committees, of bonds to the amount of at least Eight Millions, Four Hundred Thousand Dollars (\$8,400,000), par value, as hereinafter provided, deliver in the City of New York, to the Stockholders' Committee or



its nominee in said city, one share of the Capital Stock of the Central Pacific Railroad Company (out of a total Capital Stock thereof not exceeding six hundred and eighty thousand [680,000] shares) against every two shares of Oregon and California Preferred Stock sold and delivered as aforesaid, and one share of Central Pacific Stock against every four shares of Oregon and California Common Stock sold and delivered as aforesaid, and will also pay the sum of Four Shillings sterling for every share of Oregon and California Preferred Stock, and of Three Shillings sterling for every share of Oregon and California Common Stock so sold and delivered. Such payments to be made by first-class bankers' sight draft on London.

The Pacific Improvement Company also agrees to pay the cost of transportation and insurance of said stock and bonds to the City of New York, and of the stock of the Central Pacific Railroad, to be received in payment therefor, from the City of New York to the City of London. It also agrees to pay to the nominee, in the City of New York, of the Stockholders' Committee, the sum of Two Thousand, Five Hundred Dollars as a remuneration for such nominee's services in the premises, and that the Central Pacific Railroad Company, upon the surrender to it of the certificate or certificates representing the stock so to be delivered by the Pacific Improvement Company, shall issue ten-share certificates for said stock in the name or names of such parties as may be designated by the Stockholders' Committee or its nominee in New York.

*Second:* In case the Stockholders' Committee, shall on or before the first day of April, One Thousand Eight Hundred and Eighty-Seven, acquire the ownership or control of any additional amount of the Preferred or Common Stock of the Oregon and California Railroad Company, beyond and in excess of the amount mentioned and described in the foregoing article hereof, then and in that event the Stockholders' Committee agrees to sell and deliver the same to the Pacific Improvement Company, in the City of New York, on or before the said first day of April, One Thousand Eight Hundred and Eighty-Seven, and the Pacific Improvement Company shall pay for the same in cash and stock, at the respective rates and in the manner specified in the previous article.

*Third:* The Bondholders' Committees have agreed to sell to and exchange with the Southern Pacific Company, upon the terms hereinafter stated, and upon compliance with the same by the Southern Pacific Company and the Oregon and California Railroad Company or its successors, First Mortgage Bonds of said Oregon and California Railroad Company (out of the total amount outstanding of Eight Millions, Six Hundred and Six Thousand Dollars [\$8,606,000] par value) issued under and secured by the mortgage of said Company to Henry Villard, Horace White and Charles Edward Bretherton, as trustee, dated first day of June, One Thousand Eight Hundred and Eighty-One, but of which the Farmers' Loan and Trust Company of New York is now sole Trustee to the amount at their par

value of Eight Million, Four Hundred Thousand Dollars, (\$8,400,000), bearing all unpaid coupons appertaining thereto. For that purpose they are to deposit the said Eight Million, Four Hundred Thousand Dollars (\$8,400,000) bonds, within forty days after the execution of this agreement, with the Union Trust Company of New York. The Southern Pacific Company, in consideration thereof, and in payment and exchange therefor, is to deliver to the said Trust Company, to be delivered by it to the Bondholders' Committees, or their nominee in the City of New York, Nine Million, Two Hundred and Forty Thousand Dollars (\$9,240,000) par value of new bonds of the Oregon and California Railroad Company or its successors (being at the rate of One Hundred and Ten (110) per cent new bonds upon the amount of old bonds exchanged as aforesaid) carrying interest at the rate of five per centum per annum from the first day of July, One Thousand Eight Hundred and Eighty-Six (except so far as such interest may have been theretofore paid in cash as hereafter provided) and guaranteed, both principal and interest, by the Southern Pacific Company, and secured as hereinafter stated; and also to pay the sum in cash of Four Pounds (£4) sterling for each now existing bond of One Thousand Dollars (\$1,000) received in exchange as aforesaid; such new bonds so to be delivered by the Southern Pacific Company in payment and exchange as aforesaid shall be payable, principal and interest, in gold, forty years after date, and bear interest at the rate of five per cent per annum, payable half-yearly, and shall be guaranteed,

both as to principal and interest by the Southern Pacific Company, and shall be secured by a mortgage to be made by the said Railroad Company or its successors to the Union Trust Company of New York (or such other company as shall be agreed upon by the parties) upon all the property which, at the time of such deposit of existing bonds, shall be covered by the mortgage securing such First Mortgage Bonds of the Oregon and California Railroad Company, except the amounts due for lands sold previous to the date of such deposit, and except the cash in the hands of the mortgage Trustee, and upon all extensions thereof and future acquired property in Oregon of the company making such new bonds. The net proceeds of lands sold subsequent to the date of such deposit, and of the lands included in such mortgage securing such new bonds, shall be applied to the redemption and cancellation of the new bonds by annual drawings at par, unless purchasable at a lower price, as prescribed in the mortgage. Such new mortgage is to be equivalent, in point of lien and priority, to the aforesaid existing mortgage securing the said First Mortgage Bonds, except as to such of the latter as are not now or hereafter may not be deposited by the London and Frankfort Bondholders' Committee under this agreement. The amount of the bonds to be issued under such new mortgage shall be as follows: Thirty Thousand Dollars (\$30,000) per mile for every mile of standard gauge road now or hereafter constructed or acquired and comprised in the mortgage, and Ten Thousand Dollars (\$10,000) for every mile of narrow gauge road now or



at any time hereafter constructed or acquired and comprised in the mortgage. The mortgage deed shall provide for the immediate issue and delivery by the mortgage Trustee to the Mortgagor Company of Ten Million, Five Hundred Thousand Dollars (\$10,500,000) of the new bonds in nominal amount; and that thereafter the Trustee of the mortgage shall further issue One Hundred Thousand Dollars (\$100,000) par value of such bonds for each mile of road constructed between the present terminus, near Ashland, and the California State line, and Fifty Thousand Dollars (\$50,000) par value of such bonds for each ten miles of steel rails laid down on the present lines of the Oregon and California Railroad Company, after such deposit of existing bonds, and on the completion of a rail connection between the present line of the Oregon and California Railroad Company and the line of the Central Pacific Railroad Company any unissued bonds for which the mileage shall then be constructed shall be delivered.

*Provided, however,* that such aggregate issue, including the amount to be delivered to the Bondholders' Committee hereunder, shall not exceed the limits of Thirty Thousand Dollars (\$30,000) and Ten Thousand Dollars (\$10,000) for each constructed mile of standard and narrow gauge line respectively, nor Twenty Million Dollars (\$20,000,000) in all. For any additional mileage constructed or acquired either between Junction and Corvallis or elsewhere in Oregon, the Mortgage Trustee shall deliver the sum of Thirty Thousand Dollars (\$30,-

000) par value for each mile of standard gauge road, and the sum of Ten Thousand Dollars (\$10,000) par value for each mile of narrow gauge road; the mortgage Trustee, however, not to be compelled to accept less than ten miles of road at any one time, except in case of terminal sections. Deliveries of bonds under such mortgage are to be made by the Trustee from time to time upon presentation to it of affidavits, of the President and Chief Engineer of the Railway Company making such mortgage, to the facts authorizing delivery of such bonds under this Article, and without other evidence or proof thereof. In no event, however, is the total issue of bonds secured by said new mortgage, to exceed for all the purposes in this Article mentioned, the aggregate of the sum of Twenty Million Dollars (\$20,000,000). The form of such new bond, which is to be of One Thousand Dollars (\$1,000) denomination, and of the mortgage securing the same, and of the guaranty, are to be approved by the counsel of the Bondholders' Committees.

*Fourth:* Notwithstanding the provisions to be inserted in the mortgage deed restricting the future issue of bonds to the mileage rates above specified, the mortgage deed shall permit the Railway Company making the mortgage to require the Trustee, at any one time, or from time to time, to issue and permit the sale of such amount or amounts of bonds as the Railway Company may think fit, *Provided, however*, that the proceeds of such bonds shall be received by the mortgage

Trustee, and not by the Railway Company or its appointees, and shall be disbursed by the mortgage Trustee to the Railway Company or its appointees, only pro rata, as and when the Railway Company would have been entitled to receive such bonds thereunder, under the foregoing Articles hereof.

*Fifth:* In case, on or before the first day of April, One Thousand Eight Hundred and Eighty-Seven, the Bondholders' Committee shall acquire the ownership or control of any additional amount of the said First Mortgage Bonds of the Oregon and California Railroad Company, beyond and in excess of those mentioned in the third Article hereof, then and in that event said Bondholders' Committees agree to sell and exchange the same with the Southern Pacific Company, upon the like terms and in consideration thereof, and in payment and exchange therefor, the Southern Pacific Company shall deliver and pay to the Bondholders' Committees, Eleven Hundred Dollars of bonds guaranteed by the Southern Pacific Company, of the character hereinabove described, and the sum of Four Pounds (£4) sterling in cash for every One Thousand Dollars of such additional now existing First Mortgage Bonds of the Oregon and California Railroad Company, above mentioned, with all unpaid coupons appertaining thereto, so delivered to it for exchange, due adjustment of fractions to be made by issue of fractional certificates therefor.

*Sixth:* Within three months from the deposit of the bonds now belonging to or controlled by the Bondhold-

ers' Committees, with the Union Trust Company, as hereinbefore provided, the Southern Pacific Company, by notice in writing to the Union Trust Company of New York, shall declare its election, either to cause to be created new bonds by act of the present Oregon and California Railroad Company, without foreclosure, or to require the Union Trust Company, as holders of the present mortgage bonds, to obtain a decree in the pending foreclosure suit or to foreclose the mortgage in some other suit caused to be brought by it, and to purchase the property or cause it to be purchased, by its nominee or nominees, at the foreclosure sale. In case said Southern Pacific Company shall give notice of its election to cause to be created new bonds of the present Oregon and California Railroad Company, then such new bonds, duly guaranteed by the said Southern Pacific Company, shall be delivered to the said Union Trust Company, of New York, within six months from the date of such notice, to be by said Trust Company forthwith delivered to the Bondholders' Committees or their nominees in New York. If within said period of three months from the deposit of the bonds by the Bondholders' Committees as aforesaid, the Southern Pacific Company shall fail to signify its election as aforesaid, or if within said period of six months from signifying an election to cause to be created new bonds of the present Oregon and California Railroad Company, it shall fail to deliver such new bonds, so guaranteed as aforesaid to the Union Trust Company of New York, then and in either of such events this agreement shall become void and determined,



and the said Trust Company shall forthwith return to the Bondholders' Committees or their nominees, the bonds deposited by them respectively, and all payments as aforesaid, made by the Southern Pacific Company to the Bondholders' Committees, shall be forfeited and be retained absolutely by the said Bondholders' Committees.

*Seventh:* Simultaneously with such deposit of bonds to the amount of at least Eight Million Four Hundred Thousand Dollars (\$8,400,000) the Southern Pacific Company agrees to pay to the Bondholders' Committees or their nominees in New York, by first-class bankers' sight draft on London, the sum of Thirty-Three Thousand Six Hundred Pounds (£33,600) sterling, being at the rate of Four Pounds (£4) per bond in respect of the bonds so to be deposited. If the Southern Pacific Company shall not elect, as hereinbefore mentioned, to have the existing first mortgage foreclosed, then upon the delivery to the said Union Trust Company, of New York, of the new bonds of the character hereinbefore described, to the amount at their par or face value of Nine Million Two Hundred and Forty Thousand Dollars (\$9,240,000), the Union Trust Company, of New York, shall deliver to the Trustee of the new mortgage the Eight Million Four Hundred Thousand Dollars (\$8,400,000) par value of now existing First Mortgage Bonds, so deposited with it, together with all coupons deposited therewith. In case the Southern Pacific Company shall elect to have such now existing first mort-

gage foreclosed, the Union Trust Company, of New York, shall under and pursuant to the directions of the Southern Pacific Company, use such deposited bonds and coupons to bring about such foreclosure, and for the purchase of the property by the said Union Trust Company, of New York, or its nominee or nominees, at any sale or sales thereunder, and the said Union Trust Company of New York, shall retain control of the property acquired therewith, until such new bonds to be delivered in exchange therefor under the third Article hereof, shall be prepared by the corporation issuing the same, duly guaranteed by the Southern Pacific Company, and shall have been deposited with the said Union Trust Company of New York; and thereupon the property acquired shall be conveyed and turned over to the corporation issuing the new bonds, which corporation the Southern Pacific Company agrees to cause to be formed. In case of such foreclosure proceedings, the Southern Pacific Company is to cause a decree to be obtained, and a sale thereunder had and confirmed, within twelve months from the date of the execution and delivery of this instrument, or within such further time as may be fixed upon as reasonable by the counsel of the Bondholders' Committees, and of the Southern Pacific Company, or in case of their disagreement, by Benjamin H. Bristow, Esq., whose decision shall be final. In case the Southern Pacific Company fails to obtain a decree of foreclosure, and to purchase the said property within the times aforesaid, or, in case of such purchase, it fails within six months thereafter to deliver such new bonds

by such new corporation, duly guaranteed by the Southern Pacific Company, to the said Union Trust Company, of the City of New York, then, and in either of such events, the said Union Trust Company, of the City of New York, shall hold said property upon trust for the Bondholders' Committees without any claim thereupon or interest therein, by the Southern Pacific Company, under or by virtue of this agreement, or otherwise, and shall, when thereunto required by the Bondholders' Committees, convey such property to such persons or corporation as said Bondholders' Committees may in writing direct, and all payments by the Southern Pacific Company to the Bondholders' Committees, in pursuance of any of the Articles of this agreement, shall be forfeited and be retained absolutely by the said Bondholders' Committees. At any time after April first, One Thousand Eight Hundred and Eighty-Seven, any additional amounts of such First Mortgage Bonds acquired by the Bondholders' Committees, or either of them, shall be forthwith deposited by them in like manner with the said Union Trust Company of New York, subject to the like provisions in respect of their exchange and use in the meantime, as hereinbefore provided, in respect to the Eight Million Four Hundred Thousand Dollars (\$8,400,000) bonds deposited as aforesaid, and simultaneously with each and every such additional deposit of any amount of bonds, the Southern Pacific Company will pay to the Bondholders' Committees making the deposit, the sum of Four Pounds (£4) sterling in respect of each One Thousand Dollars (\$1,000) of such additional bonds.

*Eighth:* On the deposit of such Eight Million Four Hundred Thousand Dollars (\$8,400,000) of now existing First Mortgage Bonds, and on the first day of July, One Thousand Eight Hundred and Eighty-Seven, and each six months thereafter, until the delivery to said Union Trust Company, of the new bonds hereinbefore referred to, the said Southern Pacific Company shall pay in London to the said Bondholders' Committees, interest at the rate of Two and One-Half ( $2\frac{1}{2}$ ) per cent upon an amount equal to One Hundred and Ten (110) per cent upon the now existing First Mortgage Bonds of the Oregon and California Railroad Company, which shall have been theretofore deposited (with all now unpaid coupons appertaining thereto) with the said Union Trust Company, under the terms of this agreement, and the new bonds to be delivered by the Southern Pacific Company, as hereinbefore prescribed, shall bear interest at the rate of Five (5) per cent per annum, only from the last date at which the Southern Pacific Company shall have made such payment.

*Ninth:* It is understood and agreed that there shall not at any time between the execution of this agreement and the delivery to the Pacific Improvement Company and the Southern Pacific Company respectively of the stocks and securities to be delivered to them as hereinabove provided, be any increase of the amount of the outstanding bonds or capital stock or indebtedness of the said Oregon and California Railroad Company, or



any issue of Receivers' Certificates affecting its property, or increase of the Receivers' indebtedness, or dividend, or other distribution or diminution of assets, except so far as the same may necessarily result from the operation of the road or maintenance of the offices of the corporation.

*Tenth:* The Pacific Improvement Company and the Southern Pacific Company will pay to the Stockholders' and Bondholders' Committees respectively, and as part of the consideration for the sales of shares and bonds hereinbefore specified, such stock of the Central Pacific Railroad Company and such sums in cash as may be necessary to pay and provide for the fees, remuneration and liabilities of said Committees, including counsel fees and office expenses incurred by said Committees, and the services of the employees of said committees, but not exceeding in the aggregate Two Thousand Five Hundred (2,500) shares of such stock and the sum of One Hundred and Fifty Thousand Dollars (\$150,000) in cash. The audit of the London Bondholders' Committee of such accounts shall be necessary, and shall be final and conclusive as against the Southern Pacific Company and the Pacific Improvement Company. Such Twenty-Five Hundred shares are to be delivered to the Bondholders' Committees simultaneously with the deposit of bonds and exchange of stock as hereinbefore provided, and the cash payment of One Hundred and Fifty Thousand Dollars (\$150,000), or so much thereof

as may be required as aforesaid, shall be made simultaneously with the declaration in writing by the Southern Pacific Company of its election or non-election to cause the existing first mortgage to be foreclosed.

*Eleventh:* When this agreement shall have been fully performed by the Pacific Improvement Company and the Southern Pacific Company respectively, then all sums of money and assets remaining in the hands of the said Committees, or any of them, out of the proceeds of assessments or derived from other sources, excepting from the aforesaid payment of Four Pounds (£4) per bond and Four (4) Shillings and Three (3) Shillings in respect of preferred and common stock respectively, shall be paid over to the Pacific Improvement Company.

*Twelfth:* The Southern Pacific Company further agrees to and with the Bondholders' Committees to pay all Receivers' indebtedness, as well as all costs and counsel fees, in the now pending foreclosure suit or in any foreclosure suit which it may hereafter elect to or cause to be instituted. It also agrees to pay all the charges and expenses of every description of the Union Trust Company of New York, or of its nominee or nominees for any matter or service to be done or performed by it under and in pursuance of any or either of the Articles of this Contract.

*Thirteenth:* The Southern Pacific Company further agrees with the Bondholders' Committee to pay the cost

of transportation and insurance on the aforementioned bonds both from London to New York and from New York to London, and in addition thereto, one-half of a commission of Fifteen Thousand Dollars (\$15,000) which the Bondholders' Committees are to pay to their agents in New York for receiving and delivering the said bonds to the Union Trust Company of New York, and for receiving in return therefor from the said Trust Company the new bonds so to be issued as aforesaid.

*Fourteenth:* The Southern Pacific Company further agrees to and with the Bondholders' Committees to cause to be stamped the certificates heretofore issued by either of such Committees, with a statement that the holder of such certificates is entitled to the benefit of this agreement, and has assented thereto. The Southern Pacific Company further agrees to designate a person in London and a person in Frankfort, who shall be authorized to so stamp such certificates, as and when they are presented by the holders thereof, without expense to such holders.

*Fifteenth:* The Southern Pacific Company agrees to execute a lease of the railroad of the Oregon and California Railroad Company or of its successors, for a period of at least forty years from the date of issue of the new bonds, and such railroad company agrees to execute such lease, and such lease is to form part of the consideration of the guaranty by the Southern Pacific Company of the new bonds as aforesaid. Any infirmity or invalidity of or in said lease shall not be deemed a

breach of this agreement by the Southern Pacific Company or the Oregon and California Railroad Company or its successors, nor shall it in any wise affect the validity, legality or sufficiency of the guaranty of such new bonds by the Southern Pacific Company.

*Sixteenth:* The Pacific Improvement Company and the Southern Pacific Company further agree that, upon issue of the new bonds, hereinbefore provided, the Second Mortgage Bonds of the said Oregon and California Railroad Company, which shall have heretofore been delivered by the Stockholders' Committee to the Pacific Improvement Company, as hereinbefore prescribed, shall be canceled, and thereupon, unless the counsel of the Southern Pacific Company and the Bondholders' Committees should otherwise determine, the First Mortgage Bonds, which shall have been deposited by the Bondholders' Committees hereunder, shall also be canceled. Upon the cancellation of such Second Mortgage Bonds, the Pacific Improvement Company shall thereupon take all proper proceedings to have the mortgage securing the same, satisfied of record. As soon as all outstanding bonds not deposited by the Bondholders' Committees with the Union Trust Company, as hereinbefore provided, shall have been paid, or otherwise satisfied, all proper proceedings shall be taken to have the mortgage securing such now existing First Mortgage Bonds of said Oregon and California Railroad Company, satisfied of record, unless, in the joint judgment of the counsel for the Southern Pacific Company and the Bond-



holders' Committees, it should be deemed more expedient not then to have said mortgage so satisfied.

*Seventeenth:* The Union Trust Company of New York, has executed this agreement as evidence of its acceptance of the trusts thereby assumed and undertaken by it, and the Oregon and California Railroad Company has executed this agreement as an evidence of its acquiescence and approval of the same, and of its obligation to assist in carrying out the provisions thereof.

*In Witness Whereof,* the parties of the first, third and fourth parts have hereunto set their hands and seals, and the parties of the second, fifth and sixth, and seventh parts have caused their corporate names to be hereunto subscribed, and their corporate seals to be hereunto affixed by their Presidents or Vice-Presidents respectively, the day and year first above written.

## Exhibit F

*This Agreement*, Made this first day of July, 1887, between the Oregon and California Railroad Company, a corporation duly organized and existing under the laws of the State of Oregon, and the Southern Pacific Company, a corporation duly organized under the laws of the State of Kentucky.

*Witnesseth*, That the said Oregon and California Railroad Company hereby leases to the Southern Pacific Company for the term of forty (40) years from the date hereof all of its railroad situated in the State of Oregon known as the Oregon and California Railroad, with all its branches, together with the rolling stock, telegraph lines, tools and property of every kind and nature whatsoever in use upon or in connection with the said railroad, and together with all the appurtenances thereunto belonging, with the right to possess, maintain and operate the said property and to receive the rents, issues and profits thereof.

In consideration thereof the Southern Pacific Company agrees to and with the said Oregon and California Railroad Company that during the continuance of this lease it will keep the said leased property in good order, condition and repair, operate, maintain, add to and better the same at its own expense, pay all taxes legally assessed against the same, or levied thereon, and pay the interest as it shall mature, on such First Mortgage Bonds of said Oregon and California Railroad Company, secured by

indenture or Deed of Trust to the Union Trust Company of New York, dated July 1st, 1887, as may be issued in respect of its now existing lines or the extension now under construction of its main line to the boundary between Oregon and California as may be hereafter guaranteed by said Southern Pacific Company, and that it will on the first day of May in each year during the continuance of this lease, pay to the said Oregon and California Railroad Company such balance, if any, of the net earnings or income received by said Southern Pacific Company from the said leased premises with the appurtenances for the year ending on the thirty-first day of December then next preceding as shall remain in its hands after all charges and expenses incurred by it and all the payment for taxes and interest hereinbefore provided or agreed or directed to be made and all current fixed charges of the said Oregon and California Railroad Company and all indebtedness of said Railroad Company to said Southern Pacific Company, are paid. *Provided*, that if such balance of net earnings or income received by the Southern Pacific Company from the said leased premises with the appurtenances for any year, which by the foregoing provisions hereof would be and become payable by said Southern Pacific Company to said Oregon and California Railroad Company, shall exceed the amount of seven (7) per centum upon the par value of the then existing Preferred Stock of the Oregon and California Railroad Company, and six (6) per centum per annum upon the then existing Common Stock of the Oregon and California Railroad Company,

said Southern Pacific Company shall be entitled to and shall retain to itself for its own use any and all excess of such balance of net earnings and income over and above the amounts of seven (7) per centum per annum upon the par value of the Preferred Stock and six (6) per centum per annum upon the par value of the Common Stock of said Oregon and California Railroad Company, and said Southern Pacific Company further agrees to and with the said Oregon and California Railroad Company that it will upon the termination of this lease, return the said premises to the said Oregon and California Railroad Company or its successors, with its additions and betterments, in as good condition and repair as the same were at the date thereof; and in further consideration of this lease it has agreed to execute and will execute a guaranty of the payment of the principal and interest of each of the bonds of the issue above mentioned as may be issued in respect of its now existing lines or the extension now under construction of its main line to the boundary between Oregon and California, and of such further bonds of said issue as the said Oregon and California Railroad Company may during the existence of this lease, request it to guarantee.

It is understood and agreed that the mortgage from the Oregon and California Railroad Company to the Union Trust Company of New York, bearing date July 1, 1887, and the bonds issued thereunder, have and shall have priority of the lien upon the mortgaged property over the lien and claim of the Southern Pacific Company as lessee hereunder.



*In Testimony Whereof*, the parties hereto have caused these presents to be signed by their respective Presidents and their respective corporate seals affixed and attested by their respective Secretaries the day and year first above written.

## Exhibit G

*This Indenture*, Made and entered into this first day of August, Eighteen Hundred and Ninety-Three, by and between the *Oregon and California Railroad Company*, a corporation existing under the laws of the State of Oregon, party of the first part, and the *Southern Pacific Company*, a corporation, existing under the laws of the State of Kentucky, party of the second part, *Witnesseth*:

*First*: The party of the first part hereby leases to the party of the second part, for the period of thirty-four years, from and including the date hereof, the railroads of the party of the first part in the State of Oregon, and also the equipments and appurtenances of every kind and nature whatsoever thereto respectively belonging or appertaining.

*Second*: The party of the second part will pay to the party of the first part a yearly rental for the premises so leased, amounting to the sum of Five Thousand Dollars per annum, which rental shall be paid in four installments of Twelve Hundred and Fifty Dollars each on the first days of February, May, August and November of each year during the pendency of this lease, (commencing on the first day of November, Eighteen Hundred and Ninety-Three), it being understood and agreed that the amount of such rental, so far as requisite, shall be appropriated and applied by the party of the first part to the expense of maintaining and keeping up

its corporate organization under the laws of the State of Oregon.

*Third:* The party of the second part is to operate the said leased railroads belonging to the party of the first part and shall, in the first place, out of the earnings and income derived therefrom, pay the cost of operating such railroads and the incidental expenses connected therewith, and likewise pay the taxes and assessments on the said demised premises, the cost of insurance thereof if and so far as effected, such amounts as it may become necessary to pay for damages to persons and property incurred in the course of operating the said leased railroads, or on account of land purchases heretofore made by or on behalf of said party of the first part, and the expense of repairing, maintaining, improving, adding to and keeping up the said leased railroads, with all their appurtenances, and of maintaining, providing and keeping up in suitable condition and repair rolling stock and equipment for carrying on as economically and profitably as may be the transportation business of said leased railroads, and, so far as the same shall not be paid from the rentals or income or proceeds of sale of lands, the expenses of and connected with the lands of said party of the first part, and perfecting the title thereto, and payment of taxes and assessments thereon, and the expenses of and connected with its land department; and after the payments and deductions aforesaid, the said lessee shall apply the residue of the amount of the net income and earnings of said railroads, to such extent as

shall be required for the purpose, to the payment of the interest and any sinking fund contributions from time to time becoming due and payable during the existence of this lease upon the now existing bonded indebtedness of the party of the first part and such other bonded indebtedness of said party of the first part as may be created by said party of the first part with the assent of the party of the second part hereto.

*And it is Further Provided and Agreed*, by and between the parties hereto, that on the first day of May in each year during the continuance of this lease, the party of the second part shall pay to the party of the first part such balance, if any, of the net earnings or income received by the party of the second part from the said leased premises, with the appurtenances, for the year ending on the 31st day of December then next preceding, as shall remain in its hands after all the payments, expenses, deductions and advances and all the payments for interest and sinking fund contributions heretofore provided for or agreed or directed to be made, are paid. *Provided However*, that if at the time, viz: such 1st day of May when such balance of such income or rental is provided to be paid to the party of the first part, there shall be any sum due or owing from the party of the first part to the party of the second part, for or in respect of advances or payments theretofore made by the party of the second part, or for new additions or improvements to the demised premises, or any part thereof, or for expenses of keeping up the corporate organization



of the party of the first part, or maintaining agencies for the transfer of its stock and bonds, or for any expense of its business affairs, or for or in respect of any other sums which may have been lawfully advanced or paid by the lessee to or for the party of the first part, the party of the second part shall be entitled to retain and pay to itself whatever may be owing to it from the party of the first part for or in respect of any of the causes or matters or considerations aforesaid, including any interest which may be due or owing from the party of the first part to the party of the second part thereon. *And Provided further*, that if such balance of net earnings or income received by the party of the second part from the leased premises, with the appurtenances, for any year, and which by the foregoing provisions hereof would be and become payable by said party of the second part to said party of the first part, shall exceed the amount of seven per cent per annum upon the par value of the then existing preferred stock of the party of the first part and six per cent upon the par value of the then existing common stock of said party of the first part, then and in that event the said party of the second part shall be entitled to and shall retain to itself for its own use any and all excess of such balance of net earnings and income over and above the amount of seven per cent per annum upon the par value of the then existing preferred stock, and six per cent per annum upon the par value of such then existing common stock of the party of the first part.

*Fourth:* It is further understood and agreed be-

tween the parties hereto that at the time when this lease shall go into operation, the party of the second part shall receive and be entitled to use and apply in the operations of the said demised premises, all fuel, rails, and materials and supplies which shall then be on hand belonging to the party of the first part; and likewise to collect and receive all sums which may be at that time due and owing to the party of the first part for freights and passage money, including all sums in the hands of agents or employees, or due from connecting roads, and likewise that the sums that may at such time be due or owing by the party of the first part for back wages of employees, and for fuel, rails and other materials and supplies for the business of said demised premises, or to connecting roads, or damages to persons or property in the operation of the road, or for other incidental expenses of the party of the first part, shall be paid by the party of the second part, and all the receipts and payments for and on account of such back freights and passage money and moneys in the hands of agents, employees or connecting roads and for such back wages and debts for fuel, rails and other materials and supplies, and to connecting roads, and for damage to persons and property, and incidental expenses as aforesaid, shall be brought into and form part of the accounts of the party of the first part with the party of the second part hereunder for the year ending December 31st, 1893, in like manner and with like effect in all respects as if the same had accrued during that year.

*Fifth:* In case the amount of net earnings or income of the said demised premises applicable under the preceding provisions hereof to the payment of the current interest upon the bonded indebtedness of the party of the first part shall be insufficient in any year to pay in full such current interest for the year, it shall be optional with the party of the second part whether or not to advance or pay for account of the party of the first part the amount of such deficiency, and if the party of the second part shall advance or pay for account of the party of the first part such deficiency, or any part thereof, it shall be entitled to interest at the rate of six per cent per annum upon such advances or payments until reimbursed therefor, and shall be entitled to repay itself for such advances or payments and interest at any time, or from time to time, out of the subsequent earnings or income of said demised premises in the manner provided by the third article hereof in that behalf, and shall have a lien therefor upon the demised premises, and the income thereof, until such advances, or payments, with interest thereon, shall be reimbursed; and in case the party of the second part shall at any time, or from time to time, make any advances to or for the party of the first part, for new additions or improvements of the demised premises, or any part thereof, or for the necessary expenses of keeping up the corporate organization of the party of the first part, or maintaining agencies for transfer of its stock and bonds, or for other incidental expenses not paid by the party of the second part under the lease, or for any other object or purpose, the party of the second

part shall be entitled to receive interest upon all such advances at the rate of six per cent per annum from the making until the reimbursement thereof, and the party of the second part shall have a lien for such advances, and the interest thereon, upon the said demised premises and the income thereof until such advances are reimbursed, with interest, and the party of the second part shall be entitled at any time, and from time to time, to refund to itself such advances and interest out of any earnings or income of the demised premises which may be in its hands unless it shall have been expressly agreed between the parties hereto to the contrary in writing at or before the making of such advances.

*Sixth:* The party of the second part will, when thereunto requested so to do by the party of the first part, guarantee the payment of the principal and interest of all bonds of the party of the first part which may have been or may hereafter be issued under mortgage from the party of the first part to the Union Trust Company of New York, dated July 1, 1887, such guaranty to be substantially in the form following, viz:

“For value received the Southern Pacific Company hereby guarantees the punctual payment of the principal of and interest upon this bond as therein provided, and agrees that the mortgage given to secure its payment shall have priority of lien upon the mortgaged property over its lien and claims thereon as lessee of the Oregon and California Railroad.



*In Witness Whereof*, the corporate seal of the said Southern Pacific Company is hereunto affixed and attested by its treasurer by order of the Board of Directors this thirty-first day of December, 1887.

Attest:

Treasurer."

*Seventh:* This indenture may be at any time modified in any of its terms or provisions or cancelled by agreement of the parties hereto.

## Exhibit H

An Indenture made the first day of July, in the year of our Lord One Thousand Eight Hundred and Eighty Seven, by and between the Oregon and California Railroad Company, a corporation created, organized and existing under the laws of the State of Oregon, party of the first part, and the Union Trust Company of New York, a corporation created, organized and existing under the laws of the State of New York, party of the second part.

Whereas the party of the first part is the owner of lines of railway already constructed from East Portland to Ashland, from Albany Junction to Lebanon, and from Portland to Corvallis, all in the State of Oregon, and of lands granted under the acts of Congress respectively entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon," approved July 25, 1866, and "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville in the State of Oregon" approved May 4, 1870, and is about extending to the California State line such railway now constructed from East Portland to Ashland; and

Whereas, the party of the first part and its successors are about to execute and issue from time to time (but with the limitations hereinafter prescribed in respect

to the aggregate amount thereof which may at any time be outstanding, which amount is not in any case to exceed, at the par or face value of such bonds, the sum of Twenty Million Dollars,) first mortgage bonds for One Thousand Dollars each of the general form and tenor following, to-wit:

## UNITED STATES OF AMERICA

Oregon and California Railroad Company.

No.	First Mortgage Gold Bond.	No.
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The Oregon and California Railroad Company, for value received, promises (unless this bond should be sooner redeemed as hereinafter provided) to pay to the bearer hereof, or, if registered, to the registered holder hereof, the sum of One Thousand Dollars forty years after date, and, on presentation and surrender at or after maturity of the respective interest warrants hereunto annexed, to pay to the person presenting the same, or if this bond is registered and the interest warrants appertaining thereto cancelled, to pay to the registered holder hereof, interest on such principal sum at the rate of five per centum per annum, semi-annually, on the first day of January and July in each year, such payments of principal and interest to be made at the office or agency of said Company in the City of New York in United States gold coin. This is one of the first mortgage bonds of said Railroad Company, the total issue of which is limited to twenty million dollars par value, secured by a deed of trust to the Union Trust

Company of New York, Trustee, dated July 1, 1887. The net proceeds of lands sold subsequently to May 12, 1887, and of the lands included in said deed of trust securing such first mortgage bonds, are to be applied to the redemption and cancellation of such bonds by annual drawings at par, unless purchasable at a lower price, as prescribed in said deed of trust. The principal of this bond may, by reason of one year's default in the payment of any interest, become and be due and payable as provided in said deed of trust. None of said Bonds are to be in any wise binding or obligatory unless authenticated by the certificate endorsed thereon, signed by said Trustee or its successor or successors in said trust. This bond may at any time, upon production thereof to said Railroad Company and proper endorsement being made thereon and either with or without the surrender to said Railroad Company for cancellation of all unpaid interest warrants appertaining thereto, be registered upon the books of the Company in the name of the holder thereof and thereupon its transferability by delivery will cease, and thereafter it can be transferred only by the registered holder or his attorney by transfer duly made upon such books.

*In Witness Whereof*, the said Railroad Company has caused these presents to be signed by its President and its corporate seal to be affixed thereto and attested by its Secretary, this first day of July, One Thousand Eight Hundred and Eighty Seven.

Oregon and California Railroad Company,

(Seal)

By

President.

Attest:

Secretary.



And Whereas, the General form of the several interest warrants to be annexed to such bonds (each of which interest warrants is to bear the engraved signature of the Treasurer of the Railroad Company) is to be as follows, viz:

(Form of Interest Warrant)

Interest warrant for twenty-five dollars gold, being for semi-annual interest maturing on the first day of .....upon the Oregon and California Railroad Company's first mortgage bond No. \$25. (not due if bond previously redeemed)

Treasurer.

And Whereas, the form of the certificate to be endorsed on the bonds, and signed by said Trustee, is to be as follows, viz:

(Form of Trustee's Certificate.)

The Union Trust Company of New York hereby certifies that the within bond is one of the bonds described in the deed of trust within mentioned and secured thereby.

Trustee.

And Whereas, all of the said bonds are to be equally secured by this mortgage and hypothecation of the railways and railway lines of the party of the first part, and its successors constructed and to be constructed or acquired and of all their appurtenances and the franchises relating or pertaining thereto;

And Whereas, such issue of bonds, and the execu-

tion of this mortgage or deed of trust to secure the same, has been assented to by the holders of upwards of a majority of the preferred stock and by the holders of upwards of a majority of the common stock of the party of the first part.

Now, Therefore, This Indenture Witnesseth: That the party of the first part, in consideration of the premises, and of one dollar to it paid by the party of the second part, the receipt whereof is hereby acknowledged and for the purpose of securing the payment of such bonds, with the interest to accrue thereon, according to the true intent and meaning thereof, hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and its successors and assigns forever. All the railways and railway lines of the party of the first part, and its successors, whether constructed or to be constructed or acquired and all their appurtenances, including therein all rights of way, superstructure, rails, tracks, side tracks or sidings, bridges, buildings, fences, depots, station houses, shops, warehouses, offices, docks, ferries, ferry boats and landings, telegraph lines, car houses, engine houses, machine shops, repair shops, buildings, erections and structures necessary to the operation of said railways or said railway lines, and all and singular the locomotives, rolling stock, equipment and machinery appertaining thereto, whether now owned or hereafter to be acquired; and also all the rents, issues, tolls, incomes, earnings and profits of such

railways and railway lines; and also all the rights, privileges, immunities and franchises relating or pertaining to such railways or railway lines which the said party of the first part now possesses, owns or is entitled unto, or it or its successors may hereafter become possessed of or entitled unto, and all the property real, personal or mixed, which on the 12th day of May, 1887, was covered by the mortgage securing the then existing first mortgage bonds of the Oregon and California Railroad Company except the amounts due for lands sold previous to such last mentioned date, and except the cash in the hands of the trustee under the mortgage last referred to, and all extensions thereof and future acquired property in the State of Oregon, of the said party of the first part; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, and its successors, of, in and to the premises and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and its successors and assigns forever, in trust, nevertheless, for the securing and benefit of all and every the persons or bodies corporate who or which shall be or at any time become the holder or holders of any such bonds or the interest warrants appertaining thereto, without preference to the holder of any of the said bonds or interest warrant over any of the others, by reason of priority, in the date thereof or the time of the issuing or negotiat-

ing of the same. Provided, Always, and these presents are upon the express condition, that if the party of the first part, or its successors or assigns, shall well and truly pay or cause to be paid to the holders of the said bonds and interest warrants, when and as the same shall become due and payable, the principal and interest moneys secured hereby according to the terms, provisions and conditions, tenor and effect of the said bonds, then these presents and the estate hereby granted shall cease, determine and be null and void. And it is covenanted and agreed by and between the parties hereto that until default shall be made by the said party of the first part, its successors and assigns in the payment of the principal or interest of the said bonds or some of them or some part thereof, the said party of the first part, its successors and assigns, shall be suffered and permitted to possess and enjoy the said premises, with their appurtenances, and all and singular the rights and franchises hereinbefore described, and to receive, take and use the tolls, income, earnings and profits thereof, and the trustee or trustees hereunder shall have full power, in its or their discretion upon written request of the party of the first part, its successors or assigns, assented to in writing by the Southern Pacific Company, the guarantor of both the principal and interest of bonds secured by this deed of trust, to convey, by way of release or otherwise, and fully release from the lien of this mortgage, any property of any description (except lands granted by the United States) which in its or their judgment shall not be necessary for or for use in connection with said



railways and to consent to such changes in the location of tracks, depots and other buildings as in its or their judgment may be expedient, and to make and deliver the releases and conveyances necessary to carry the same into effect, but any property which may be acquired for permanent use in substitution for any so released or conveyed shall thereupon become subject to the lien of this mortgage, and upon request of the trustee or trustees hereunder shall be conveyed to it or them by the party of the first part, its successors or assigns, upon the trusts of these presents. But if default shall be made in the payment of the principal or interest moneys mentioned in the said bonds, or any or either of them, or any part thereof, according to the tenor and effect of said bonds, or either of them, and if such default shall continue for the period of one year, then, and in that case, the party of the second part or its successors in the trust are hereby authorized and empowered and at the written request of the holders of one fourth part of the said bonds then outstanding in respect of which such default shall have been made, it shall be it and their duty to enter into and upon, and take and hold possession of, all and singular the premises, estates, franchises, rights, privileges and property hereby granted and conveyed or intended so to be and in person or by one or more agents, to operate the said railways, to make from time to time all such repairs and replacements as it or they may deem judicious, and all such useful alterations, additions and improvements as the income coming into its or their hands shall be adequate to pay for, and to take, collect and receive

all fares, freights, tolls, earnings, issues, profits and income of said railways and apply such fares, freights, tolls, earnings, issues, profits and income to the proper expenses of holding, operating and managing the said railways and other premises, and conducting the business thereof, to the payment of and for all taxes and assessments which shall be levied or assessed thereon, and all necessary and proper repairs, replacements, alterations, additions, and improvements upon said property, and all expenses, costs, charges and counsel fees in the premises of said party of the second part, or its successors in the trust and a reasonable compensation for its or their services, and next to the payment of the interest and principal of the said bonds, according to the tenor and effect thereof, as the same may be or become due and payable, and in case the principal moneys secured by such bonds shall not have become due, the moneys applicable to the payment of interest shall be applied upon the interest warrants remaining in default in the order of their maturity; in case the said principal moneys shall have become due, the moneys applicable to the payment of the principal and interest on such bonds shall be applied to such principal and interest pro rata without any preference or priority whatsoever. And further, if default shall be made in the payment of the principal or interest moneys mentioned in the said bonds, or any or either of them, or any part thereof, and if such default in the payment of such interest moneys shall continue for a period of one year; then and in either of such cases the said party of the second part or its successors in the

said trust, may, and in the later case at the written request of holders of one-fourth of the said bonds then outstanding in respect of which such default shall have been made, must, and it and they are hereby authorized and empowered and directed to cause the whole of the said premises, estates, franchises, rights, privileges and property hereby granted and conveyed or intended so to be, with their appurtenances, and all benefit and equity of redemption of the said party of the first part, and its successors and assigns therein or thereto, to be sold at public auction in the City of New York, in the State of New York, or the City of Portland, in the State of Oregon, giving at least three months' previous notice of the time and place of such sale by publishing the same at least once in each week during such period of three months, in two newspapers published in said City of New York, and two newspapers published in said City of Portland, and one newspaper published in the City of London, England, and one newspaper published in the City of Frankfort-on-the-Main, Germany, and giving such other notice of such sale as may be required by law, if any other notice be so required. And it shall be lawful for the said party of the second part or its successors making such sale, and it and they are hereby authorized and empowered as the attorney or attorneys of the party of the first part, and its successors by these presents duly constituted and appointed for that purpose, to make, execute and deliver to the purchaser or purchasers on such sale, all such deeds and conveyances as shall be necessary or proper to convey, and assure to,

and vest in, him or them, the said premises, estates, franchises, rights, privileges and property and every part and parcel thereof and all of the estate, right, title and interest of the said party of the first part, and its successors and assigns therein or thereto, and such sale and the deeds and conveyances so to be thereupon executed, shall be valid and effectual forever, and shall be a perpetual bar both in law and equity, against the said party of the first part and its successors and assigns and against all persons claiming or to claim by, from or under it or them, or any of them. And it is further declared and agreed that the receipt of the Trustee or Trustees who shall make the sale hereinbefore authorized shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money, and that such purchaser or purchasers, his or their heirs or assigns or personal representatives shall not, after paying such purchase money and receiving such receipt of such Trustee or Trustees therefor, be obliged to see to the application of such purchase money, upon or for the trusts or purposes of these presents, or be in any wise answerable for any loss, misapplication or non-application of such purchase money by the Trustee or Trustees. And it is hereby declared and agreed, that the said party of the second part, or its successors in the said trust, shall out of the proceeds of such sale, or of any sale which shall, under judicial proceedings or otherwise, be made of the said premises in enforcement of the security afforded by these presents, in the first place, pay and retain the costs and expenses attending



such sale, and all counsel fees and other expenses incurred by it or them in reference to the same, and a reasonable compensation for its or their own services in the premises; and also any balance which may be due to it or them on account of any disbursements or expenses paid or incurred in or about the care and management of the said premises subsequent to the taking possession thereof by it or them, including the reasonable compensation of any agent or agents who may be employed in or about such care and management and shall apply the residue of the proceeds of such sale, or so much thereof as may be necessary to the payment of the whole amount of principal and interest which shall then be owing and unpaid upon the bonds secured hereby or any of them, whether the said principal by the tenor of the said bonds be then due or yet to become due. And in case of a deficiency of such proceeds to pay in full the whole amount of principal and interest owing or unpaid upon the said bonds, they shall be paid ratably in proportion to the amounts owing and unpaid upon them respectively and without discrimination as between principal and interest and without preference of the holder of any one bond or interest warrant over any of the others, and any surplus which may remain after the full payment of the principal and interest of all of the said bonds shall be paid over to the said party of the first part, or its successors or assigns, upon lawful demand being made therefor. And it is hereby further provided, covenanted, declared and agreed that if default shall be made in the payment of the interest moneys mentioned in the said bonds or

any or either of them or any part thereof, and if such default shall continue for the period of one year, then and in that event the party of the second part, or its successors in the trust, may, and upon the written request of the holders of one-fourth part of the said bonds then outstanding in respect of which such default shall have been made, must declare the entire principal of all of said outstanding bonds to be immediately due and payable; and thereupon the said entire principal shall become and be immediately due and payable, anything contained in said bonds to the contrary thereof notwithstanding. And it is hereby further provided, covenanted, declared and agreed that a majority in amount of the holders of the outstanding bonds at any time secured by these presents, may by written instrument at any time before the actual sale of the premises, waive any default in payment of interest, but so far only that the principal of the bonds shall cease to be payable forthwith, in case the said principal shall have become so payable by reason of such default; but such waiver shall be of no effect, unless assented to in writing by the Southern Pacific Company, the guarantors of both the principal and interest of the bonds secured by this deed of trust and unless the party of the first part, its successors or assigns shall, together with said waiver and assent hand to the said party of the second part or its successors in the trust, a sum of money to pay all the interest then in arrear, and the said party of the second part or its successors in the trust, shall then proceed to pay said interest. And it is hereby further provided, declared,

granted and agreed that upon the happening of such event or events as is or are hereinbefore declared, agreed or provided to authorize or direct the said party of the second part, or its successors, to sell the said premises, estates, franchises, rights, privileges and property, or to take the requisite proceedings to that end, the said party of the second part, or its successors, shall be entitled in its or their discretion instead of taking proceedings for and making sale of said premises, estates, franchises, rights, privileges and property under and in virtue of the power of sale hereinbefore contained, to proceed by bill in equity or other appropriate proceedings in any court or courts of competent jurisdiction, to foreclose this mortgage or enforce the rights, liens and securities of the Trustee or Trustees and the bondholders thereunder, and in such suit or proceedings to obtain the appointment of a receiver or receivers to be nominated by it or its successors in the trust, and thereupon said Trustee or Trustees shall be entitled to have the said premises, estates, franchises, rights, privileges and property hereby granted or conveyed or intended so to be, sold by judicial sale under the order or decree of such court or courts, for or towards the satisfaction of the principal and interest due or owing upon the then outstanding bonds issued under or entitled to the benefit of the security of this mortgage and for the enforcement of the rights, liens and securities of the Trustee or Trustees and the bond holders and in case of such judicial sale, the net proceeds thereof shall be applicable and distributable in like manner as hereinbefore provided in re-

spect of the net proceeds of sale of such mortgaged premises and properties, rights and franchises under and in virtue of the power of sale hereinbefore contained; and all the stipulations and provisions in this indenture contained with reference to or consequent upon a sale of such mortgaged premises and properties, rights, immunities and franchises when or if sold under said power of sale, shall be applicable and applied as far and as nearly as may be, in case of such judicial sale being made under the order or decree of the courts. And it is hereby further provided, covenanted, declared and agreed that on any sale, whether by the said party of the second part, its successors in the trust, or a court, of the property hereby conveyed, or any part thereof, the said party of the second part or its successors in the trust, shall have the right to buy in the same and a majority in amount of the holders of the outstanding bonds shall have the right by written instrument to fix a sum which it shall be the duty of the said party of the second part, or its successors in the trust to bid for the property to be sold on behalf and for the benefit of such bond holders, but only on condition that due provision is made by such majority to the satisfaction of the said party of the second part, or its successors in the trust or the Court as the case may be, for the payment in cash of all expenses incurred in the execution of the trusts of these presents and of the proportion of such sum payable to the bondholders not concurring in such request. And on any such purchase the said party of the second part, or its successors in the trust, shall hold the property so



purchased for the equal benefit of the bond holders who had required the said party of the second part, or its successors in the trust, to buy in the property on their behalf, as the absolute property of said bond holders, without any right of redemption or resale in favor of the party of the first part, its successors and assigns. And it is hereby further provided, declared and agreed that in case of such sale as is hereinbefore authorized being made by the party of the second part or its successors in said trust, or in case of any judicial sale being made of the said premises, properties, rights and franchises hereby mortgaged, or any part thereof in enforcement of the mortgage lien hereby created, the purchaser or purchasers at such sale shall be entitled in making settlement for and payment of the purchase money bid- den at such sale, to turn in or use towards the payment of such purchase money the bonds held by such purchaser or purchasers to or towards the payment whereof the net proceeds of such sale shall be legally applicable reckoning such bonds, or the amount so turned in or used of the same, for such purpose, at such sum as would be payable out of the net proceeds of such sale to such purchaser or purchasers as holder or holders of such bonds, for his or their just share or proportion of such net proceeds of sale, upon due apportionment of and concerning such net proceeds. And it is hereby further provided, covenanted, agreed and declared that any request or instrument by these presents authorized to be executed by any number of bond holders shall prima facie be deemed to be sufficiently made, executed, evi-

denced and proved by a written instrument or instruments purporting to be signed by such bond holders and stating the identifying numbers and the amount of the bonds held by each signatory and the respective signatures to which, and the production to a notary public at the time of signature of the bonds specified, shall be acknowledged before and certified to by such notary public, and his certificate attached and authenticated, by his notarial seal. No proof shall be necessary of the qualifications or identity of any such notary, so purporting to act in the United States, the British Dominions, Holland, France or the German Empire. And the said party of the first part, for itself, its successors and assigns, doth hereby covenant, grant and agree to and with the said party of the second part, and its successors in the trust and to and with the respective persons and corporations who or which shall at any time become holders of the said bonds hereby secured, or any of them, that the said party of the first part, its successors and assigns shall and will at any time and from time to time hereafter, upon request make, do, execute, and deliver all such further and other acts, deeds and things as shall be reasonably advised, devised or required to effectuate the intention of these presents, and to assure and confirm to the said party of the second part, or its successors, all and singular the property and estate, real and personal, hereinbefore described, and hereby intended to be granted, and so as to render the same, and especially such portions thereof as shall be hereafter acquired by the said party of the first part, or its successors available

for the security and satisfaction of the said bonds according to the intent and purposes herein expressed. And it is hereby further provided, covenanted, declared and agreed that the party of the first part, its successors and assigns, will and hereby doth absolutely and irrevocably waive the benefit or advantage of any and all valuation stay appraisement or redemption laws, or laws requiring liens on mortgages to be foreclosed by action or suit and of all other laws now existing or hereafter passed, which, but for this provision, would prevent the absolute and unconditional sale of the premises hereby conveyed by a court or by a trustee without suit and on any such sale the party of the first part, for itself, its successors and assigns, covenants to join in and confirm the conveyance to the purchaser. And it is hereby further provided, covenanted, declared and agreed that the mileage rate of issue of bonds hereunder is to be Thirty Thousand Dollars par value of bonds for each mile of standard gauge road now or hereafter constructed or acquired and comprised in this mortgage, and Ten Thousand Dollars par value of such bonds for every mile of narrow gauge road now or at any time hereafter constructed or acquired and comprised in this mortgage; that the party of the second part and its successors in the trust hereby created are forthwith upon the request of the party of the first part, its successors or assigns to authenticate and certify as issued hereunder and to deliver to the party of the first part, its successors or assigns, bonds of said party of the first part or its successors of the general form and tenor above set

forth, to the amount of Ten Million Five Hundred Thousand Dollars, and thereafter from time to time to further authenticate and certify as issued hereunder and deliver to the party of the first part, its successors or assigns, such bonds to amounts which shall aggregate One Hundred Thousand Dollars par value of such bonds for each mile of road constructed between the terminus of said road, near Ashland, as existing on the 28th day of March, 1887, and the California State line and Fifty Thousand Dollars par value of such bonds for each ten miles of steel rails laid down after the 12th day of May, 1887, on the lines of the Oregon and California Railroad Company, as such lines existed on the 28th day of March, 1887, and on the completion of a rail connection between the line of the Oregon and California Railroad Company, as existing at the last mentioned date and the line of the Central Pacific Railroad Company, any unissued bonds for which the mileage shall then be constructed, shall be authenticated and certified by the Trustee and delivered, provided, however, that such aggregate issue, including the amount to be forthwith authenticated, certified and delivered hereunder shall not exceed the limits of Thirty Thousand Dollars and Ten Thousand Dollars for each constructed mile of standard and narrow gauge lines respectively, or Twenty Million Dollars in all. For any additional mileage constructed or acquired either between Junction and Corvallis or elsewhere in Oregon, the said party of the second part or its successors in the trust shall authenticate and certify as issued hereunder and deliver Thirty



Thousand Dollars par value of such bonds for each mile of standard gauge road and Ten Thousand Dollars par value of such bonds for each mile of narrow gauge road; the said party of the second part or its successors in the trust, however, not to be compelled to accept less than ten miles of road at any one time, except in case of terminal sections. Authenticating certificates to such bonds are to be signed and deliveries thereof to be made by the Trustee under this mortgage from time to time, upon presentation to it of certificates in writing, executed by the President and Chief Engineer of the party of the first part, or its successors, reciting the facts authorizing delivery of such bonds hereunder; such certificates to be personally acknowledged by such officers to be true before a Notary Public of either of the States of New York, California or Oregon and without other evidence or proof of such facts. *Provided*, however, that notwithstanding anything herein contained the party of the first part or its successors, may at any one time or from time to time, require the party of the second part and its successors to authenticate, certify and deliver to said party of the first part, its successors or assigns and permit the sale of such amount or amounts of bonds as the party of the first part or its successors may think fit, provided that the proceeds of any such bonds issued in excess of the limits hereinabove prescribed shall be received by the Trustee or Trustees hereunder and not by the party of the first part or its successors or appointees, and shall be disbursed by said Trustee or Trustees to the party of the first part, or its successors or appointees

only pro rata as and when the party of the first part or its successors would have been entitled to receive such bonds under the foregoing provisions hereof, but the total issue of bonds secured by this deed of trust is not in any event to exceed for all purposes herein mentioned the aggregate sum of Twenty Million Dollars. In case the party of the first part, or its successors shall contract to sell and dispose of any of the lands granted by the United States and covered by this mortgage at prices which are assented to by the party of the second part, or its successors in this trust or its or their agent or agents on that behalf, then and in that event the party of the second part, or its successors in the trust, or any agent or agents on its or their behalf authorized so to do, shall execute such releases and conveyances as may fully discharge the lands so contracted to be sold from the lien of these presents. *Provided*, however, that in all cases the purchase money or price be paid to and received by the party of the second part or its successors in the trusts, or its or their duly authorized agent. For the purpose of facilitating such sales the Trustee hereunder may, from time to time either concur with the party of the first part or its successors in appointing an agent to make such sales and execute such releases as its attorney in fact, or may appoint an agent of its own to execute such releases and conveyances as its attorney in fact, and it may delegate to any such agent all its powers and duties in respect to the sale of lands. The proceeds of lands so sold shall be applied by the said party of the second part or its successors in the

trust to the redemption and cancellation of the bonds to be issued hereunder in the following manner, viz: If the market price of such bonds should be below par, then and in that event such proceeds of lands may be used in purchasing the same at their market price at the discretion of the said party of the second part, or its successors in the trust. But in case in the opinion of the said party of the second part, or its successors in the trust, such bonds cannot be purchased at less than par, then in that event, as soon as the sum of Fifty Thousand Dollars shall have accumulated from such proceeds of lands, the Trustee shall cause to be drawn at its office in the City of New York in the presence of a Notary Public out of the numbers of the bonds then outstanding, the numbers of such amount of said bonds as said land moneys will suffice to redeem at par with accrued interest, and such land moneys shall, on the first day of January or July next ensuing such drawing, be applied to the payment of such bonds so drawn at par with accrued interest to such date. The party of the second part, or its successors in the trust, shall, upon the said drawing being made, without delay send notice of the numbers so drawn to the Secretaries of the Stock Exchange at New York, London and Frankfort, and the party of the first part shall upon the said drawing being made without delay, cause notice of the numbers so drawn to be advertised once a week for at least four weeks in a daily newspaper in New York, London, and Frankfort. If the said party of the first part shall fail to make all or any of the said advertisements, the party

of the second part, or its successors in the trust, shall cause them to be made, and the party of the first part shall repay to the party of the second part, or its successors in the trust, the cost thereof. But until such repayment the party of the second part, or its successors in the trust shall defray the cost thereof out of the funds in its or their hands under these presents. Bonds so drawn and advertised shall bear no interest after the next ensuing first day of January or first day of July unless on presentation thereof at the office of the said party of the second part, or its successors in the trust, in New York, payment of the said bonds, or the accrued interest thereon shall be refused. All bonds purchased or redeemed as hereinbefore provided shall be forthwith cancelled. And it is hereby further provided, declared and agreed, that any vacancy in the office of Trustee hereunder may be permanently filled by the appointment of a new Trustee or new Trustees, by an instrument or concurrent instruments in writing, executed under the hands of the holders of a majority in interest of the then outstanding bonds secured hereby, or their attorneys in fact thereunto authorized, but that the Board of Directors of the party of the first part or its successors may make a temporary appointment to fill such vacancy until a permanent appointment shall be made in the manner above prescribed. And it is hereby covenanted and agreed that any new Trustee or new Trustees appointed as aforesaid, whether by a permanent or temporary appointment, shall immediately upon its, his or their appointment, and without any further act, deed or convey-



ance, become and be vested with all the estates, trusts, rights, powers and duties of the Trustee or Trustees in whose place it, he, or they shall have been appointed; but, nevertheless the respective parties hereto and their respective successors and assigns, shall and will, upon request, make, execute and deliver all such releases, conveyances and assurances as shall be appropriate to vest in and confirm and assure to such new Trustee or new Trustees, such estates, trusts, rights, powers and duties according to the intent above expressed. And the said party of the second part does hereby accept the trust conferred upon it by these presents, but with the understanding and it is hereby expressly provided and agreed that it shall not be liable or accountable for the acts, defaults or neglect of any agent or agents who may in good faith and with reasonable discretion be appointed under and by virtue of or for the purposes of these presents to do any of the matters or things herein provided for and that no other liability or responsibility shall under any circumstances be borne by or attached to it than for the exercise of reasonable diligence only in the performance of the said trusts when action on its part for that purpose shall become necessary. The party of the second part is to be entitled to compensation for services in the execution of this trust.

*In Witness Whereof*, The parties hereto have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries and these presents to be signed by their respective Presidents the day and year first above written.

OREGON & CALIFORNIA RAILROAD  
COMPANY,

By E. H. Pardee, President.

Attest: F. H. Davis, Secretary.

In presence of Charles H. Tweed, Edwin F. Corey.

(Seal of O. & C. R. R. Co.)

UNION TRUST COMPANY OF NEW YORK,

By Edward King, President.

Attest: A. O. Ronaldson, Secretary.

(Seal of U. T. Co., of New York.)

STATE OF NEW YORK, }  
City and County of New York. } ss.

*Be It Remembered*, That on this third day of January, in the year of our Lord One Thousand Eight Hundred and Eighty-Eight before me, Edwin F. Corey, a duly appointed Notary Public in and for the City and County of New York, State of New York, and Commissioner for the State of Oregon, in and for the State of New York, residing in said City and County of New York, personally appeared Edward H. Pardee, President of the Oregon and California Railroad Company, and Frank H. Davis, Secretary of the same Company, to me respectively personally known and known to me to be such officers of the said Company, and to be the same persons described in and who executed the foregoing instrument, who being by me severally duly sworn, did depose and say: That he, said Edward H. Pardee, resides in the City of New York, in the State of New

York, and that he, said Frank H. Davis, resides in the City of Elizabeth, in the State of New Jersey; that he, said Edward H. Pardee, is the President, and he, said Frank H. Davis, is the Secretary of the said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal and that it was so affixed thereto by order of the Board of Directors of the Said Company, and that they, the said Edward H. Pardee and Frank H. Davis, signed their names thereto by the like order as President and Secretary of said Company, respectively.

*In Witness Whereof*, I have hereunto set my hand and affixed my official seal this third day of January, One Thousand Eight Hundred and Eighty-Eight.

EDWIN F. COREY,

Notary Public, City of New York, and Commissioner  
for the State of Oregon. Office 60 Wall Street,  
N. Y.

(Commissioner's Seal.)

(Notarial Seal.)

City and County of New York. }  
STATE OF NEW YORK, } ss.

*Be It Remembered*, That on this third day of January, in the year of our Lord One Thousand Eight Hundred and Eighty-Eight, before me, Edwin F. Corey, a duly appointed Notary Public in and for the City and County of New York, State of New York, and Com-

missioner for the State of Oregon, in and for the State of New York, residing in said City and County of New York, personally appeared Edward King, President of the Union Trust Company, of New York, and Archibald O. Ronaldson, Secretary of said Company, to me personally known, and known to me to be such officers of said Company, and to be the same persons described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say: That he, said Edward King, resides in the City of New York, in the State of New York, and is the President of the said Company; that he, said Archibald O. Ronaldson, resides in Passaic, in the State of New Jersey, and is the Secretary of the same Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal, and that it was so affixed thereto by authority of the Board of Trustees of the said Company and that they signed their names thereto by the like authority as President and Secretary of said Company.

*In Witness Whereof*, I have hereunto set my hand and affixed my official seal this third day of January, One Thousand Eight Hundred and Eighty-Eight.

EDWIN F. COREY,

Notary Public, City of New York, and Commissioner  
for the State of Oregon. Office, 60 Wall Street,  
New York.

(Commissioner's Seal.)

(Notarial Seal.)



# Exhibit I

*This Indenture*, Made this first day of June, in the year One Thousand Eight Hundred and Eighty-One, between the Oregon and California Railroad Company (a corporation organized and existing under the laws of Oregon, and hereinafter called the Company), of the first part; and Henry Villard, Horace White and Charles Edward Bretherton, all of the City and State of New York, (hereinafter called Trustees), of the second part;

Whereas, By an Act of Congress entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon," and approved July 25th, 1866, it was amongst other things enacted as follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that the California and Oregon Railroad Company, organized under an Act of the State of California, to protect certain parties in and to a railroad survey to connect Portland, in Oregon, with Marysville, in California, approved April 6th, 1863, and such Company organized under the laws of Oregon as the Legislature of said State shall hereafter designate, be and they are hereby authorized and empowered to lay out, locate, construct, finish, and maintain a railroad and telegraph line between the City of Portland, in Oregon, and the Central Pacific Railroad in California, in the manner following, to-wit: The said California and Oregon Rail-

road Company to construct that part of the said railroad and telegraph within the State of California, beginning at some point (to be selected by said Company) on the Central Pacific Railroad, in the Sacramento Valley, in the State of California, and running thence northerly, through the Sacramento and Shasta Valleys, to the northern boundary of the State of California; and the said Oregon Company to construct that part of the said railroad and telegraph line within the State of Oregon, beginning at the City of Portland, and running thence southerly through the Willamette, Umpqua and Rogue River Valleys to the southern boundary of Oregon, where the same shall connect with the part aforesaid to be made by the first named company. *Provided*, That the Company completing its respective part of the said railroad and telegraph from either of the termini herein named to the line between California and Oregon before the other Company shall have likewise arrived at the same line, shall have the right and the said Company is hereby authorized to continue in constructing the same beyond the line aforesaid, with the consent of the State in which the unfinished part may lie, upon the terms mentioned in this Act, until the said parts shall meet and connect, and the whole line of the said railroad and telegraph shall be completed."

SECTION 2. And be it further enacted, That there be and hereby is, granted to the said Companies, their successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line, and to secure the safe and speedy transportation of the mails,

troops, munitions of war and public stores over the line of said railroad, every alternate section of public land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile (ten on each side) of said railroad line; and when any of said alternate sections or parts of sections shall be found to have been granted, sold, reserved, occupied by homestead settlers, pre-empted, or otherwise disposed of, other lands designated as aforesaid, shall be selected by said Companies in lieu thereof, under the direction of the Secretary of the Interior, in alternate sections designated by odd numbers as aforesaid, nearest to, and not more than ten miles beyond the limits of the said first named alternate sections; and as soon as the said Companies, or either of them, shall file in the office of the Secretary of the Interior a map of the survey of said railroad or any portion thereof, not less than sixty continuous miles from either terminous, the Secretary of the Interior shall withdraw from sale public lands herein granted on each side of said railroad, so far as located and within the limits before specified. The lands herein granted shall be applied to the building of said road within the States respectively wherein they are situated. And the sections and parts of sections of land which shall remain in the United States, within the limits of the aforesaid grant, shall not be sold for less than double the minimum price of public lands when sold. *Provided*, That bona fide and actual settlers under the pre-emption laws of the United States may, after due proof of settlement, improvement and occupation, as now provided by law, purchase the same

at the price fixed for said lands at the date of such settlement, improvement and occupation. *And Provided, Also,* That settlers under the provisions of the Homestead Act who comply with the terms and requirements of said Act, shall be entitled, within the limits of said grant, to patents for an amount not exceeding eighty acres of the land so reserved by the United States, anything in this Act to the contrary notwithstanding."

SECTION 3. And be it further enacted, That the right of way through the public lands be and the same is hereby granted to said Companies for the construction of said railroad and telegraph line; and the right, power and authority are hereby given to said Companies to take from the public lands adjacent to the line of said road, earth, stone, timber, water and other materials for the construction thereof. Said right of way is granted to said railroad to the extent of one hundred feet in width on each side of the said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, depots, machine shops, switches, side tracks, turntables, water stations, or any other structures required in the construction and operating of said road."

*And Whereas* By another Act of Congress, entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinville, in the State of Oregon," and approved May 4th, 1870, it was, amongst other things, enacted as follows: "Be it enacted by the Senate and House of



Representatives of the United States of America in Congress assembled. That for the purpose of aiding in the construction of a railroad and telegraph line from Portland to Astoria, and from a suitable point of junction near Forest Grove to the Yamhill River, near McMinnville, in the State of Oregon, there is hereby granted to the Oregon Central Railroad Company, now engaged in constructing the said road, and to their successors and assigns, the right of way through the public lands of the width of one hundred feet on each side of said road, and the right to take from the adjacent public lands materials for constructing said road, and also the necessary lands for depots, stations, side tracks, and other needful uses in operating the road, not exceeding forty acres at any one place; and, also, each alternate section of public lands, not mineral, excepting coal or iron lands, designated by odd numbers, nearest to the said road, to the amount of ten such alternate sections per mile, on each side thereof, not otherwise disposed of or reserved or held by valid pre-emption or homestead right at the time of the passage of this Act. And in case the quantity of ten full sections per mile cannot be found on each side of said road, within the said limits of twenty miles, other lands designated as aforesaid shall be selected under the direction of the Secretary of the Interior, on either side of any part of said road nearest to and not more than twenty-five miles from the track of said road to make up such deficiency."

*And Whereas, Said Oregon and California Railroad*

Company has succeeded to and become invested with and is now possessed of and entitled to all the grants, rights, franchises and privileges conferred upon the Oregon Company referred to in the first hereinbefore recited Act of Congress, and of the Oregon Central Railroad Company mentioned in the secondly hereinbefore recited Act of Congress, and there has been already accepted and approved by the United States, as duly constructed under the provisions of the said firstly recited Act, the part of the railroad of said Oregon and California Railroad Company situate between East Portland and Roseburg, 198 miles in length, and as duly constructed under the provisions of the said secondly recited act, the part of the railroad of said Oregon & California Railroad Company, situated between Portland and St. Joseph, 47 miles in length, and the Company has resolved to and is about to proceed with the completion of the remaining lines of railroad and telegraph authorized by and specified in said Acts of Congress;

*And Whereas*, By a deed of mortgage and trust dated the first day of January, 1881, the Company mortgaged its railroads and other property therein described to Klass Van Oterendorp and Philip Lilienthal, to secure an issue of 2,500 new first mortgage bonds, for the aggregate amount of Two Million Dollars in American gold coin or Eight Million Five Hundred Thousand Marks in German money, bearing interest at the rate of six per cent per annum, payable half-yearly on the first days of January and July, and redeemable at par at

the option of the Company, all of which bonds have been issued and are now outstanding.

*And Whereas*, The Company, in pursuance of its articles of incorporation and by-laws, and of a plan of reorganization of the Company approved and ratified by special meeting of its stockholders, held on the 7th day of May, 1881, has resolved to make an issue of first mortgage bonds as hereinafter described, which shall be limited to the rate of Twenty Thousand Dollars for each mile of railroad now or hereafter constructed by the Company as hereinafter specified, and actually constructed at the time of issue, and of which bonds Six Million Dollars in amount shall be now issued, and to secure the payment of said bonds and the interest thereon in the manner herein provided.

*And Whereas*, Six thousand (6,000) in number, Six Million Dollars in amount of said bonds intended to be secured by these presents, together with the coupons annexed thereto, and the certificate of the Trustees thereon have been prepared, and are numbered consecutively from 1 to 6,000, both inclusive, and bear even date herewith, and are in the form following, that is to say:

“UNITED STATES OF AMERICA,  
STATE OF OREGON.

OREGON AND CALIFORNIA RAILROAD  
COMPANY, of Portland, Oregon.

First mortgage six per cent gold bonds. Amount limited to \$20,000 per mile of constructed road. Prin-

cipal redeemable at 110, by a cumulative sinking fund of one per cent per annum, commencing in 1886.

\$1,000

No. 0000

\$1,000

The Oregon and California Railroad Company, for value received, hereby binds itself to pay to the bearer, at the office of the Company in the City of New York, on the first day of July, A. D. 1921, (unless this bond shall be sooner redeemed as hereinafter mentioned), the sum of One Thousand Dollars in United States gold coin of the present standard, and to pay in the meantime interest thereon, in like gold coin, at the rate of six per centum per annum, half yearly, on the first days of January and July in each year, free of tax, upon presentation and surrender at such office, as they respectively mature, of the eighty coupons annexed.

This bond is one of the first mortgage six per cent gold bonds of the Oregon and California Railroad Company, issued and to be issued only at the rate of \$20,000 for each mile of railroad now or hereafter constructed and being actually constructed at the time of issue, all being of the same amount, form and tenor, and payable in the same manner, and differing only in the identifying numbers, dates, and the number of coupons annexed, and all of which bonds issued and to be issued are equally secured by a first mortgage, dated June 1, 1881, of all the railroads of said Company, constructed and to be constructed, that is to say, from Portland to Astoria, in accordance with the Act of Congress of May 4th, 1870, and to Junction, and from East Portland to California,



in accordance with the Act of Congress of July 25, 1866, and of all its lands, rolling stock, and all other property, present and future, of said Company, of every description, to Henry Villard, Horace White and Charles Edward Bretherton, as Trustees, subject, however, to a redeemable prior lien, Two Million Dollars in amount, to be discharged as hereinafter mentioned, and which mortgage is recorded in the office of the County Clerk, in Portland, in Oregon, and in all other counties in which any part of the railroads and lands of said Company are situated; and the said mortgage provides that the proceeds of all bonds sold shall be received by the said Trustees and shall be applied by them in discharging the said prior lien for Two Millions of Dollars, and the balance of such proceeds, after discharging said prior lien, shall be applied only for the construction of the road, first, to California, and when such road is completed, then to Astoria and Junction; and that, for the purpose of securing such application, said Trustees shall pay over the proceeds only under the advice, and upon the certificate, of a supervising engineer, appointed by them.

The Company binds itself to the bearer to constitute a cumulative sinking fund, for redemption, at 110 per cent of the par value thereof, of all said bonds, such sinking fund, including the gross proceeds of all lands now or hereafter granted by the United States to said Company, together with such an additional sum, to be paid annually by said Company to said Trustees, on the first day of July of each year, commencing July 1, 1886,

as will make up the total annual sinking fund to one per centum, from July 1, 1886, upon the aggregate amount of bonds issued, together with, and in addition to, the amount of the interest upon the bonds previously redeemed.

The bonds to be redeemed by said sinking fund shall be drawn by lot, by said Trustees, at the office of the Company in New York, on the first day of April in each year, and the numbers of the bonds so drawn advertised in daily newspapers, of general circulation, published in New York, London and Frankfort-on-the-Main.

In case this bond shall be so drawn and advertised, the amount thereof shall become payable, together with the additional sum of One Hundred Dollars, in United States gold coin, on the first day of July then next, at the office of the Company in New York, and it shall bear no interest after such date, unless, upon presentation, payment thereof shall be refused.

Said Company further agrees to receive this bond, at par, in payment for any lands offered for sale by said Company.

Said Company further binds itself to pay forthwith, upon demand, the amount of this bond, as aforesaid, in case said Company shall fail, for six calendar months, to pay any coupon annexed to this bond, when the same becomes due, or shall fail for six calendar months to pay any sum which may be payable to the said Trustees on account of the sinking fund hereinbefore mentioned, and

such default in payment of interest, or of the sum payable on account of said sinking fund shall not have been waived by a majority in amount of the holders of said bonds then outstanding in the manner provided in said mortgage. Said Company further binds itself to maintain and keep, during the continuance of this mortgage, financial agencies in London and Frankfort-on-the-Main, and to cash, on presentation at such agencies, all said bonds, and the coupons thereof, as the same become payable, at the fixed rate of exchange of four shillings and two pence sterling per dollar in London, and four marks twenty-five pfennigs in Frankfort-on-the-Main. This bond is not valid unless the certificate endorsed hereon shall be executed by said Trustees.

*In Witness Whereof*, Said Company has caused these presents to be sealed with its corporate seal, signed by its President and attested by its Assistant Secretary, this first day of June, 1881.

President.

*Attest:*

Assistant Secretary.

(*Seal.*)

(Form of Last Coupon.)

The Oregon and California Railroad Company will pay the bearer on the first day of July, 1921, Thirty Dollars in United States gold coin, free of tax, at the office of the Company in New York, being six months interest on First Mortgage Bonds of Said Company, No. , unless said bond shall have been previously redeemed.

Treasurer.

(Trustees' Certificate.)

We hereby certify that the within bond is one of the First Mortgage Six per cent gold Bonds of the Oregon and California Railroad Company, secured by the within mentioned mortgage dated June 1st, 1881, and made by said Company to us as Trustees, and that the total amount of said bonds certified by us does not exceed the rate of \$20,000 for each mile of actually constructed railroad.

Trustees.

*Now this Indenture Witnesseth,* That in pursuance of said resolutions and to secure the punctual payment of said bonds now to be issued, and all such bonds as shall be hereafter issued on the security of these presents, but not exceeding in all Twenty Thousand Dollars for each mile of road actually constructed at the time of issue and the interest thereon, said Oregon and California Railroad Company doth hereby grant, bargain, sell, assign, transfer and convey unto said Henry Villard, Horace White and Charles Edward Bretherton, their heirs, assigns and legal successors, as Trustees of these presents all and singular the railroad lines of said Oregon and California Railroad Company, now constructed and in operation, between East Portland, and Roseburg, and between Portland and Corvallis, and Albany and Lebanon, in the State of Oregon, including the railroads heretofore known as the Oregon Central Railroad, the Western Oregon Railroad and the Albany and Lebanon Railroad, in all about three hun-



dred and six and one-half ( $306\frac{1}{2}$ ) miles in length, running through the counties of Multnomah, Clackamas, Marion, Linn, Lane, Douglas, Washington, Yamhill, Polk and Benton, in said State of Oregon, together with the ferry, ferry-boats and landings connecting the said railroads at Portland and East Portland, and also all the railroads of said Oregon and California Railroad Company, to be hereafter constructed, that is to say, from Forest Grove to Astoria in accordance with the Act of Congress of May 4th, 1870, hereinbefore recited, and from Corvallis to Junction, and from Roseburg to California, to a junction within the Central Pacific Railroad, in accordance with the Act of Congress of July 25th, 1866, hereinbefore recited, and all lands, rights of way, easements and premises now acquired or appropriated, or which may hereafter be acquired or appropriated, for the purpose of the right of way of said railroad or for grounds, side tracks, depots, warehouses, tanks, round-houses, stock yards, or any other railroad purposes, and also all lands granted by the United States in aid of the construction of the said railroads already completed between the termini aforesaid and not yet sold, estimated to be in amount about one million nine hundred thousand acres, and all lands which may be hereafter granted to said Company by the United States, and which lands are intended to be more particularly identified as the same are patented by the United States in manner hereinafter provided, and together with all rails, spikes, ties, timber, iron, switches, frogs, depots, warehouses, round-houses, machine shops, bridges, trestle work, and all

other buildings or structures now or hereafter belonging to or used for the maintenance or operation of said railroads respectively, including all the offices, docks and warehouses of the Company in Portland and East Portland, or elsewhere, and all locomotives, cars and other rolling stock, railroad supplies, fuel, tools and machinery now used or which may hereafter be used in or provided for the maintenance or operation of said railroads, and all telegraph lines and other appurtenances of said railroads, and the franchise to operate the same, and all the income, earnings and profits of said railroads, lands and premises and all other present and future property of every description, of said Oregon and California Railroad Company.

*To Have and to Hold* the said railroads, lands, rolling stock, equipment, premises and property unto the use of said Henry Villard, Horace White and Charles Edward Bretherton, their heirs, assigns and legal successors, as Trustees of these presents, as joint tenants and not as tenants in common, free from all prior liens and encumbrances whatever, except the prior lien for Two Millions of Dollars created by the said deed of mortgage and trust to Klaas van Oterendorp and Philip Lilienthal, hereinbefore referred to, and which lien is to be discharged as hereinafter mentioned, in trust nevertheless for the equal benefit and security, pro rata, of every holder of any of said bonds to be now issued or which may be hereafter issued as aforesaid and intended to be secured hereby, without any priority of any one

bond over another, by reason of earlier issue or negotiation, and for the uses and purposes, and with the rights and powers, and subject to the provisions, agreements, covenants and stipulations contained in the following articles, that is to say:

ARTICLE 1. The said Oregon and California Railroad Company hereby covenants with said Trustees that it will proceed with all reasonable despatch to complete its said railroad to California, so that cars can run through from Portland to San Francisco, and will keep all the railroads from time to time constructed, and rolling stock and other property of said Company in good order and repair, and will reconstruct, replace and restore all such, or so much, and such parts thereof, as may be worn out, wrecked, destroyed or displaced, and will pay all taxes assessed against said railroads, lands and premises, and will pay the principal moneys secured by all bonds to be issued on the security of these presents, and all interest due thereon, at the times and places, and in the manner in said bonds and the coupons annexed thereto respectively specified, and perform all the conditions and stipulations in said bonds expressed and contained.

ARTICLE 2. And further, that if any coupon on any of said bonds shall not be paid on presentation, as therein provided, and shall remain unpaid for six calendar months, and such default shall not be waived in manner hereinafter specified, then the said Company will forthwith pay on demand, at the place and in the manner

in said bonds specified, the principal of all such bonds.

ARTICLE 3. And further, that said Oregon and California Railroad Company will create and maintain a cumulative sinking fund for the redemption of all said bonds at the rate of 110 per cent of the par value thereof, and will for such purpose, on the first day of July, 1886, and on every first day of July thereafter, pay at the office of the Company in New York, to said Trustees, such a sum as will, in addition to the gross proceeds of all lands now or hereafter granted by the United States to said Company, make up a total amount of one per cent per annum in gold coin, computed from the first day of July, 1886, upon the aggregate amount of bonds issued.

ARTICLE 4. And further, that in case default shall be made in any annual payment to be made for such sinking fund specified in the last article, or any part thereof, for six calendar months, and such default shall not be waived as hereinafter provided, then said Company will forthwith pay on demand at the place and in the manner in said bonds specified, the principal of each and all of the said bonds then remaining due, at the rate of 110 per cent of the par value thereof.

ARTICLE 5. Until default in any payment required by the previous articles, said Company shall freely possess the said railroads, lands and premises, and the income, earnings and profits thereof, and may contract to sell and dispose of the lands granted by the United



States and of all other lands owned by the Company not required for the maintenance and operation of its railroads; but no such sale nor any conveyance or release of said lands, or any of them, shall be valid and effectual unless such sale be at a price approved by said Trustees and received by them, and such conveyance or release shall be executed by said Trustees, or one of them, or by their attorney or attorneys in fact, thereunto lawfully authorized. And for the purpose of facilitating such sales, said Trustees may from time to time either concur with said Company in appointing an agent to make such sales and execute such releases and conveyances as their attorney in fact, or may appoint an agent of their own to supervise and join in such sales, and to execute such releases and conveyances as their attorney in fact, and they may delegate to any such agent all their powers and duties in respect to the sale of lands, except the custody of the proceeds thereof.

ARTICLE 6. Said Trustees shall hold the said proceeds of all lands sold and the payments to be made to them by said Company as above mentioned, as well as all interest received upon bonds redeemed, as a cumulative sinking fund, to discharge and extinguish the whole of said bonds by annual redemption at the rate of 110 per cent of the par value thereof, in the following manner: on the 1st day of April, 1886, and on the 1st day of April in every succeeding year, or as soon thereafter as may be, said Trustees shall cause to be drawn at the office of the Company in New York, in the

presence of a Notary Public, out of the whole number of bonds then outstanding such a number of bonds as said sinking fund will, on the 1st day of July then next ensuing, suffice to redeem as hereinbefore mentioned.

ARTICLE 7. Said Trustees shall publish by notice, conspicuously posted up on or before the 30th day of April next ensuing after each such drawing, in the office of the Company in New York and at the financial agencies of the Company in London and Frankfort-on-the-Main, and so remaining until the 1st day of July then next ensuing, and by advertisement in daily newspapers of general circulation, published respectively in New York, London and Frankfort, the numbers of the bonds so drawn for redemption, and shall pay and redeem such bonds at the rate of 110 per cent of the par value thereof, at the office of the Company in New York, on the said first day of July, or so soon thereafter as the said Company shall pay over the sums hereby stipulated to be paid for the purpose.

ARTICLE 8. When any bonds shall have been drawn as aforesaid, and notice given of the numbers of the bonds so drawn for redemption, then each bond so drawn shall become payable on the first day of July then next ensuing, together with the additional sum of One Hundred Dollars in gold coin of the United States, making in all 110 per cent of the par value thereof, payable at the office of the Company in New York, and shall bear no interest after that day, unless, on presentation thereof at the office of the Company in New York,

payment of said bond at the rate aforesaid, or any interest due thereon, shall be refused.

ARTICLE 9. The bonds redeemed out of the sinking fund by said Trustees shall be cancelled by them, but the coupons shall remain in full force and shall be regularly presented by the Trustees, and the amount thereof collected, for the benefit of the sinking fund.

ARTICLE 10. All bonds which from any cause remain unredeemed on the first day of July, 1921, shall be then paid off at the rate of 110 per cent of the par value thereof.

ARTICLE 11. When all of said bonds shall be redeemed by said sinking fund, or acquired and cancelled by said Company, and handed to said Trustees, so cancelled, they shall enter satisfaction of record of these presents.

ARTICLE 12. In case said Company shall fail to keep the said railroads, rolling stock, equipment and premises herein comprised, or at any time hereafter subject to the lien of these presents, in good order and repair, or in case default shall be made in payment of any coupon on any of said bonds, or of the said sums to be paid for the sinking fund as aforesaid, or any part thereof, and such default shall continue for six calendar months, or in payment of any taxes assessed against said railroads, lands and premises, it shall be lawful for said Trustees to take possession personally, or by their agent, or agents, of said railroads, rolling stock and equipment,

and the lands and other premises hereby conveyed, or which may be then subject to the lien of these presents, and to operate the said railroads and manage the same, and collect and receive the income, earnings and tolls thereof, and the proceeds of lands contracted to be sold; and said Company covenants and agrees that it will, on demand, surrender such possession and permit said Trustees to use and possess said railroads, rolling stock, land and premises, without interruption or disturbance, and will permit and suffer said Trustees to collect and get in all freight moneys, ticket balances or other earnings, and the purchase moneys of all lands sold, either then due or thereafter becoming due, and in case it may be necessary, or may be deemed advisable, by said Trustees, to take legal proceedings for foreclosure of this mortgage, or to obtain possession of said premises, in pursuance of the provisions of this article, they shall be entitled to the appointment of a Receiver, or Receivers, to be nominated by them, or to be themselves nominated and appointed Receivers, as they may think most expedient.

ARTICLE 13. Said Trustees, when in possession of said railroads, lands and premises, shall have the right as irrevocable attorney or attorneys of said Company, to bring or defend, in the name of the said Company, any actions for the collection of income, freight moneys, ticket balances or other earnings or unpaid purchase money for lands sold, or for obtaining or defending the possession of any property subject to the lien or trusts



of these presents, or for the condemnation of lands required for the maintenance or operation of said railroads, or in any manner affecting the maintenance thereof.

ARTICLE 14. Said Trustees are hereby authorized in their discretion, to accept possession of said railroads, with the rolling stock, lands and appurtenances herein comprised, although no such default as aforesaid shall have been made, if said Company shall offer to give up possession to them, and thereupon to manage and operate the same, and collect the income and earnings thereof, as hereinbefore provided.

ARTICLE 15. It shall be the duty of said Trustees to take possession of said railroads, lands and premises, after any such default as aforesaid, upon written requisition made to them for such purpose by the holders of not less than one-quarter in amount of said bonds then outstanding.

ARTICLE 16. Said Trustees shall have full power, from time to time, for the purpose of enforcing and administering the trusts and powers of these presents, and for operating and managing or keeping in good order and repair the said railroads, rolling stock, lands and premises, to hire and employ such managers, officers, clerks, agents, attorneys and assistants, as they shall deem necessary or useful, and to defray all expenses of such employment, and of otherwise executing the trusts of these presents, and to pay any taxes assessed upon

the trust premises or any part thereof, or any other prior charge thereon, out of any moneys coming to their hands, and in case said Trustees shall have no funds in their hands, and shall make any payments either for such purposes, or in any other manner for the protection or preservation of the trust premises (whether said Trustees shall be in possession of the same or not), the amount so paid, together with interest thereon, at the rate of ten (10) per centum per annum, shall be a first charge on the trust premises, and the earnings, income, and proceeds thereof; and in case said Company shall fail, on demand, to repay said Trustees any amount paid by them as aforesaid, with interest at the rate aforesaid, they may enter upon and take possession of said railroads, lands and premises, in the same manner as if said Company had made default in payment of interest on the bonds hereby secured, and retain possession and receive the income, earnings and proceeds thereof, until they shall have recouped themselves the amount so paid with interest as aforesaid.

ARTICLE 17. After any such default, as aforesaid, in payment of interest or sinking fund payments, or any part thereof, and such default shall have continued for one year, and shall not have been waived as hereinafter provided, or in case the principal of any of said bonds shall not be paid on the first day of July, 1921, together with the additional sum hereinbefore specified, it shall be the duty of said Trustees to forthwith proceed to enforce this security, and to sell said railroads,

rolling stock, equipment and appurtenances, and the lands and premises comprised herein, or then subject to the lien of these presents, in one lot or in more than one lot or parcel, and at one time, or at different times, and for cash, or on reasonable credit, payment therefor being secured on the property sold, and otherwise, upon such terms and in such manner as said Trustees may, in their discretion, think best.

ARTICLE 18. Such sale or sales may be made either without suit by said Trustees, or their duly authorized agent, by public auction, at the door of the Court House of Multnomah County, in Oregon, after notice of such sale shall have been published at least once a week for four consecutive weeks in the *New York Herald* (or in case said paper shall not be then published, then in some other daily paper of general circulation published in New York, and selected by said Trustees); and in case said sale shall be adjourned, the like four weeks' notice shall be given of the adjourned sale; or, at the option of said Trustees such sale may be made judicially by action or suit, brought by said Trustees for the foreclosure of this mortgage or enforcement of the liens hereby created, or administration of the trusts of these presents, as said Trustees may deem most expedient.

ARTICLE 19. The moneys received from the net earnings of said railroads or purchase money on any such sale thereof, as hereinbefore provided, or from lands sold, when in possession of said Trustees, shall be applied in the following order: In the first place, in the

payment of the cost and expenses of the execution of the trusts of these presents, and the management and operation of said railroads, and the protection and preservation of the trust premises, including a reasonable compensation to said Trustees (in addition to the ordinary compensation salary herein provided for), and the fees of counsel and attorneys; and in the next place, in payment of all coupons then overdue (excluding those on bonds belonging to the sinking fund), in the order in which they shall have become due, those of earlier date having priority over those of later date; and lastly, in payment of the principal of any of said bonds then outstanding, together with the same additional sum as would have become payable if they had been drawn for redemption as hereinbefore provided.

ARTICLE 20. On any sale by virtue of these presents, the receipt of the said Trustees shall be a sufficient discharge to any purchaser for all purchase money paid by him, and any conveyance or assignment made by said Trustees shall vest in said purchaser all the title and interest of said Company as fully and effectually as if the Company were party thereto.

ARTICLE 21. The Company hereby covenants and agrees with the said Trustees, on behalf and for the benefit of the holders of the bonds intended to be secured by these presents, that it will from time to time, and at all times hereafter, upon reasonable request made, execute, acknowledge and deliver, all such further acts, deeds, conveyances and assurances in the law for the



better assuring unto the said Trustees and their legal successors from time to time as Trustees of these presents upon the trusts, and for the purposes herein expressed, the said railroads, rolling stock, equipment, lands and premises herein comprised, free from all prior liens and encumbrances, and all other present and future property of said Company of every kind and description as by the said Trustees or their counsel learned in the law shall be reasonably devised, advised or required, and will from time to time, as the said lands granted by the United States are patented to said Company, execute proper deeds of further assurance thereof to said Trustees, so as to fully identify the lands intended to be comprised in or subjected to the lien of these presents.

ARTICLE 22. On payment and cancellation of all of said bonds and the coupons thereto attached, and payment of all expenses incurred by the Trustees in the execution of the trusts of these presents, this indenture shall become void, and all the estate and interest of the Trustees in the premises conveyed hereby, and the lien created thereon by these presents shall absolutely cease and determine.

ARTICLE 23. All rights or powers by these presents given to or covenants, stipulations or agreements made with said Henry Villard, Horace White and Charles Edward Bretherton, shall survive and inure to the benefit of the Trustee or Trustees for the time being of these presents, in the same manner as if said Trustee

or Trustees had been named herein.

ARTICLE 24. In these presents the word "Trustees" shall be held to mean the said Henry Villard, Horace White and Charles Edward Bretherton while continuing to be Trustees hereof, and the Trustees for the time being of these presents, whether all or any be original Trustees or new Trustees.

ARTICLE 25. No Trustee shall be in any manner responsible for any act, default or misconduct of his co-Trustee, nor for that of any agent, bank, banker, broker, or other person employed by him or by his co-Trustee, unless he shall be chargeable with culpable negligence in the selection or in the continuance of their employment, nor otherwise, except for his own willful default, misconduct or gross negligence. But except as herein specially authorized, no Trustee shall have power to delegate his powers or authority to his co-Trustee or co-Trustees, or any other person whatever.

ARTICLE 26. The Trustees may pay such reasonable compensation as they shall deem proper to all agents, land agents, engineers, officers, attorneys and servants whom they may reasonably employ in the management of their trust, and said Trustees shall be paid by said Company, or, in default, out of the trust moneys the sum of fifty cents for each bond certified by them, and one-eighth per cent on all moneys passing through their hands and disbursed by them, for their entire service in the execution of the trusts herein contained until

default, and in addition, in case of default, a further reasonable compensation for such additional services as they may be called upon to render in taking possession of and managing the premises, or selling the same, or bringing suit for the foreclosure of these presents, the enforcement of the liens or trusts hereby created, or the collection of the moneys secured or to be secured by these presents.

ARTICLE 27. In case of the death, resignation or refusal or incapacity to act of any Trustee, the surviving or continuing Trustee or Trustees shall by deed appoint a suitable person as Trustee, in the place or stead of the Trustee so dying, resigning, refusing or becoming incapable; and in case there shall be no surviving or continuing Trustees or Trustee, or such surviving or continuing Trustees or Trustee shall fail for three calendar months after the death, resignation, refusal or incapacity of their or his previous co-Trustee to appoint a new Trustee, then said Company, or the holder of any bond secured by these presents, may apply to any Judge in the Circuit Court of the United States for the District of Oregon, to make such appointment, and any such Judge may appoint a new Trustee by instrument under his hand and seal, without suit or other legal proceedings therefor; but in no case shall a citizen of the State of Oregon be appointed or be capable of acting as a Trustee of these presents. And it is hereby declared to be the duty of said Trustees to bring all actions or suits in any way relating to the trusts of these

presents in the Courts of the United States, whenever such Courts shall have jurisdiction of such action or suit, and not in the Courts of the State.

ARTICLE 28. A majority in amount of the holders of the outstanding bonds, at any time secured by these presents, shall have full power at any time, without suit, and whether there be any vacancy or not, to remove all or any of the then existing Trustees, and to appoint other Trustees or another Trustee in their or his place, and to increase or diminish the number of Trustees, or to appoint a corporation duly authorized to execute trusts in the State of Oregon, as one of the Trustees, or as sole Trustee; and any such act of the majority in amount of the bondholders shall be deemed to be sufficiently made, executed, evidenced and proved by a written instrument or instruments purporting to be signed by the bondholders, and stating the identifying numbers and the amount of the bonds held by each signatory, and the respective signatures to which, and the production to a Notary at the time of signature of the bonds specified, shall be acknowledged before, and certified by, a Notary Public, and his certificate attached, and authenticated by his notarial seal. No proof shall be necessary of the qualifications of any such Notary, so purporting to act in the United States, the British Dominions, Holland, France or the German Empire.

ARTICLE 29. Any appointment of a new Trustee, made by the surviving or continuing Trustees or Trustee, or the majority of the bondholders, or a Judge, as



hereinbefore provided, shall be effectual to vest in the new Trustees or new Trustee all estates, rights, trusts, powers and duties, as fully as if they or he were Trustees or a Trustee party to these presents, without any new deed or conveyance; but, nevertheless, the Company hereby covenants, in any and every such case, to make, upon request of the new Trustees or Trustee, all such deeds, conveyances and assurances as may be appropriated for more fully and certainly vesting in and confirming to such new Trustees or Trustee such estates, rights, powers, trusts and duties, and every resigning Trustee shall, on like request, make and execute such deeds, conveyances and assurances to his successors or successor.

ARTICLE 30. A majority in amount of the holders of the outstanding bonds, at any time secured by these presents, may, by written instrument, to be executed and proved as provided in Article 28, at any time before the actual sale of the premises, waive any default in payment of interest, or of the annual payment to the sinking fund, yet so far only that the principal of the bonds shall cease to be payable forthwith, in case said principal shall have become so payable by reason of such default; but such waiver shall be of no effect unless the Company shall, together with such instrument or instruments of waiver, hand to the Trustees a sum of money sufficient to pay all coupons and sinking fund payments then in arrears, and said Trustees shall then proceed to pay said coupons and redeem the bonds so pro-

vided for as nearly as possible in the manner provided by these presents. And such a majority may, in like manner, at any time, direct and authorize the funding of any coupons secured by these premises, whether overdue or not, into bonds secured by these presents, provided, however, that the aggregate amount of all bonds secured by these presents shall never exceed the rate of Twenty Thousand Dollars for each mile of constructed road, as hereinbefore provided. Any such funding of coupons into bonds shall be binding upon the minority of said bondholders, and shall be carried out by said Trustees, who shall have power to do all things necessary or proper for the purpose.

ARTICLE 31. The Company for itself, its successors and assigns, doth hereby absolutely and irrevocably waive the benefit or advantage of any and all valuation, stay, appraisement or redemption laws, or laws requiring liens or mortgages to be foreclosed by action or suit, and of all other laws now existing, or hereafter passed, which, but for this provision, would prevent the absolute and unconditional sale of the premises hereby conveyed by Court or by a Trustee without suit; and on any such sale said Company for itself, its successors and assigns, covenants to join in and confirm the conveyance to the purchaser.

ARTICLE 32. In case of any sale of said premises, whether by the Trustee or by a Court, any purchaser shall be entitled to deliver, in part payment of the purchase money, any of the outstanding coupons or bonds

secured by these presents; and such coupons or bonds shall be reckoned as equivalent to the sum which would be their portion of the net proceeds of the sale, after the deduction of all expenses, all such bonds being reckoned at 110 per cent of their par value. The payment to be made in cash, to cover such expenses, shall be fixed previously by the Trustees, or the Court, as the case may be, and announced in the advertisement of sale.

ARTICLE 33. The Trustees shall have power to release from the lien of these presents any land, rolling stock or other property, become useless for the purposes of the railroads by alteration of route, changes in machinery or equipment or otherwise; but only on condition that the property so sold be forthwith replaced by other property of equal value, and subjected to the lien of these presents.

ARTICLE 34. On any sale, whether by the Trustees or a Court of the property hereby conveyed, or any part thereof, the Trustees shall have the right to buy in the same, and a majority in amount of the holders of the outstanding bonds shall have the right, by written instrument, evidenced and proved as hereinbefore provided by Article 28, to fix a sum which it shall be the duty of the Trustees to bid for the property to be sold on behalf and for the benefit of such bondholders, but only on condition that due provision is made by such majority to the satisfaction of the Trustees or the Court, as the case may be, for the payment in cash of all expenses incurred in the execution of the trusts of these

presents, and of the proportion of such sum payable to the bondholders not concurring in such request.

ARTICLE 35. On any such purchase the Trustees shall hold the property so purchased upon trust for the equal benefit of the bondholders who had required the Trustees to buy in the property on their behalf, as the absolute property of said bondholders, without any right of redemption or resale, in favor of said Company, or any bondholder.

ARTICLE 36. The Trustees shall deposit all trust funds, which may, from time to time, come to their hands, in their joint names, in the London and San Francisco Bank, Limited, or such other respectable bank or banks, trust company or companies, in London, New York, Frankford, San Francisco or Portland, as they may from time to time agree upon, and may from time to time invest the same, until required, in the purchase of United States stocks or bonds, at their market value, or in bonds secured by these presents, at any price not exceeding the par value thereof, or on loans secured on such stocks or bonds.

ARTICLE 37. The six thousand bonds intended to be now issued and secured by these presents, and all other bonds which may at any time hereafter be created and intended to be secured by these presents, shall, after the execution thereof by the Company, be delivered to said Trustees, to be certified by them as herein provided, and shall not be delivered back when certified to said Company, but shall be retained and held by said Trustees,



who shall only deliver them to the Company, or to the purchasers of such bonds, upon the payment to said Trustees of the price thereof.

ARTICLE 38. The bonds to be issued on the security of these presents (except the first issue of 6,000 bonds) shall only be sold or disposed of upon terms and at a price approved of by said Trustees.

ARTICLE 39. The proceeds of all bonds sold or disposed of shall be applied by said Trustees first in paying off and discharging the said prior lien of Two Millions of Dollars hereinbefore referred to, and the residue shall be held by them as a construction fund, and shall be exclusively disbursed for the completion of the railroads of the said Company, first to California, in accordance with said Act of Congress of July 25, 1866, or with any amendments thereof which may be hereafter made by Congress and accepted by said Company, and when the railroad to California is completed so that cars can run through from Portland to San Francisco then to Astoria and Junction, in accordance with said Act of Congress of May 4th, 1870.

ARTICLE 40. For the purpose of securing the due application of the proceeds of bonds to the construction of said railroads as aforesaid, the Trustees shall disburse such proceeds only under the advice and upon the certificate of a competent engineer, from time to time agreed upon and nominated in writing by them for the purpose; and all purchases of rails, rolling stock, ties

or other material shall be made on account of said construction fund, and in the name of said Trustees, so that such material shall upon the purchase thereof become and continue subject to the lien of these presents.

ARTICLE 41. The payment of coupons upon bonds now or hereafter to be issued on the security of these presents not exceeding four coupons upon any one bond after its issue shall be considered as part of the expense of, and chargeable to, the construction of the railroad to California until through connection is made with the system of the California railroads so that cars can run between Portland and San Francisco, and of the railroad to Astoria until the railroad is opened from Portland to tide water at Astoria; and the construction of a railroad bridge across the Willamette at Portland, so as to connect the railroads of said Company on each side of that river, and any necessary or proper increases of depot and dock accommodation in or near Portland, shall be considered part of the expenses of the railroad to California.

ARTICLE 42. At any time after, but not before the first day of January, 1883, whenever said Company shall have constructed any additional railroad beyond the 306½ miles hereinbefore described, said Company may prepare and execute such a number of additional bonds to be secured by these presents as shall not exceed in the whole, including the bonds for Six Millions of Dollars to be now issued, the rate of \$20,000 for each mile of constructed road, and shall deliver said bonds

to such Trustees, who shall cause the constructed road to be carefully examined and measured by their supervising engineer, and if they shall receive from such engineer a certificate that the additional road is duly constructed and completed to the length of miles claimed, with all proper depots and equipment in proportion to the rest of the constructed road, they shall certify said bonds, and hold the same as hereinbefore provided until sold by said Company and then deliver the same to the purchasers thereof, upon receipt of the purchase money, provided, however, that said Trustees shall not be required to examine and certify bonds for less than ten miles of railroad at one time.

ARTICLE 43. All bonds to be hereafter issued as aforesaid shall be in the same form and payable in the same manner as the bonds now to be issued, except that they shall bear the date when actually certified by said Trustees, and shall have all coupons of earlier date cut off, so as to bear interest only from the date when certified, and shall all be consecutively numbered from 6,001 onwards; and all such bonds when certified by said Trustees shall be in all respects equally secured by these presents, with the 6,000 bonds to be now issued.

ARTICLE 44. And whereas, by reason of distance, lapse of time, or other accident, the dates of the actual execution of this indenture of mortgage and trust by the various parties thereto may be previous or subsequent to the date of which it bears date, now it is hereby expressly agreed and declared that this indenture of mort-

gage and trust shall be dated the first day of June, 1881, and shall be valid and effectual as if executed on the day of the date thereof, and that this indenture of mortgage and trust is the indenture of mortgage referred to in the bonds hereinbefore mentioned, the form whereof is hereinbefore set forth, and is made and executed by and between the parties hereto as and for the indenture of mortgage and trust securing and intended to secure said bonds as in said bonds is mentioned and recited.

*In Witness Whereof*, The Oregon and California Railroad Company, pursuant to a resolution of its Board of Directors authorizing the same, has caused these presents and nineteen duplicates thereof to be sealed with its corporate seal, signed by its President, and attested by its Assistant Secretary; and the said Trustees respectively have hereunto and unto the said nineteen duplicates thereof set their hands and seals the day and year above written.

**OREGON & CALIFORNIA RAILROAD  
COMPANY,**

By (Signed) H. Villard, President.

Attest: (Signed) H. H. Tyndale, Assistant Secretary.  
(Corporate Seal.)

(Signed) H. VILLARD,

(Signed) HORACE WHITE,

(Signed) C. E. BRETHERTON,

Trustees.

Signed, sealed and delivered in presence of

(Signed) Geo. A. Saxer,

(Signed) C. A. Spofford,

20 Nassau St., New York.



## Exhibit J

Schedule of all sales of said granted lands, including conveyances and pending contracts, separately stated as to each of said land grants.

The general source from which the information contained in the following schedule has been obtained is as follows: As to conveyances executed prior to June 11, A. D. 1879, the records in the office of the Recorder or Clerk (as the case may be) of each of the counties in which any of said granted lands were or are situated; as to conveyances executed on and after said June 11, A. D., 1879, the records of the minutes of the proceedings of the Board of Directors of the Oregon and California Railroad Company, which purport to contain descriptive lists of all conveyances executed on and after said date; as to pending contracts, the annual returns of the Oregon and California Railroad Company to the Assessors of the several counties in which any of said granted lands were or are situated, which returns purport to contain all of said pending contracts.

In the following schedule sales (whether conveyances or pending contracts) are classified according to the quantity of land sold, and the purchase price per acre. For the purpose of compactness, each class is designated by a capital letter, to-wit:

“A.” Designating sales each in a quantity not exceeding one quarter section and for a price not exceeding \$2.50 per acre;

“B.” Designating sales each in a quantity not exceeding one quarter section, but for a price exceeding \$2.50 per acre;

“C.” Designating sales each in a quantity exceeding one quarter section but not exceeding 640 acres;

“D.” Designating sales each in a quantity exceeding 640 acres but not exceeding 2,000 acres;

“E.” Designating sales each in a quantity exceeding 2,000 acres.

*East Side Grant, Act approved July 25, A. D. 1866, as amended.*

### CONVEYANCES.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1872	“A”	12	783.06	\$1,674.28
	“B”	21	635.38	2,364.45
1874	“A”	21	798.81	1,874.11
	“B”	11	250.30	1,057.81
	“D”	4	3,689.21	15,430.53
1875	“A”	8	494.72	682.25
	“B”	6	240.57	1,037.75
	“C”	3	602.31	878.00
1876	“A”	22	1,438.87	2,789.61
	“B”	16	746.47	2,753.07
1878	“A”	33	2,153.44	4,174.83
	“B”	33	1,953.00	6,855.92
	“C”	4	973.44	1,851.12

## CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1879	"A"	50	3,263.45	6,437.99
	"B"	21	811.88	3,458.61
	"C"	2	820.37	1,109.36
1880	"A"	34	2,037.85	4,028.72
	"B"	15	467.50	1,744.62
	"C"	5	2,150.09	3,425.04
	"D"	1	720.91	1,360.46
1881	"A"	25	1,455.52	3,001.10
	"B"	11	626.85	2,011.69
	"C"	1	188.54	212.12
1885	"A"	310	20,736.21	42,009.78
	"B"	110	6,160.80	21,618.77
	"C"	28	7,281.19	14,008.66
	"D"	2	2,502.80	6,456.89
1886	"A"	83	6,173.15	12,703.73
	"B"	33	1,765.09	6,231.54
	"C"	9	2,404.31	5,678.87
1887	"A"	98	6,890.28	15,025.62
	"B"	37	2,296.88	7,486.11
	"C"	6	1,400.71	3,252.60
1889	"A"	3	56.93	135.30
	"B"	31	1,607.26	5,973.83
1891	"A"	371	25,539.97	55,529.59
	"B"	171	10,099.84	35,124.58
	"C"	19	5,681.27	10,626.40
1892	"A"	84	5,556.86	12,004.23

CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1893	"B"	159	8,722.32	35,841.55
	"C"	5	976.68	3,480.07
	"A"	73	5,088.27	11,704.45
	"B"	61	3,598.28	12,799.76
	"C"	10	3,265.94	6,935.63
1894	"D"	3	3,003.99	7,437.33
	"E"	1	2,234.70	4,579.40
	"A"	49	3,490.09	8,122.56
	"B"	51	3,149.16	10,690.87
	"C"	6	1,781.44	5,397.19
1895	"A"	57	3,918.32	9,352.26
	"B"	40	2,470.74	8,693.07
	"C"	1	240.00	1,020.00
1896	"A"	22	1,202.81	2,871.28
	"B"	34	1,740.22	7,467.16
	"C"	2	411.63	1,024.70
1897	"A"	40	2,031.31	5,041.44
	"B"	70	3,677.77	13,960.75
	"C"	6	1,857.84	8,125.68
	"D"	1	840.00	6,300.00
1898	"A"	31	1,753.48	4,311.64
	"B"	74	4,259.60	17,060.99
	"C"	4	1,721.58	9,501.00
	"D"	2	1,840.00	10,440.00
1899	"A"	73	3,537.24	8,698.19
	"B"	104	5,234.43	21,808.92



## CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1900	"C"	10	3,700.75	14,384.17
	"D"	3	3,050.84	15,974.26
	"E"	9	51,392.77	218,939.27
	"A"	76	4,569.93	11,258.93
	"B"	156	9,161.68	40,647.80
	"C"	17	5,832.12	24,234.17
1901	"D"	3	3,603.31	14,594.58
	"E"	2	18,429.46	103,904.43
	"A"	69	3,748.17	9,263.91
	"B"	134	7,511.64	32,724.59
	"C"	12	5,061.09	20,752.48
	"D"	4	3,197.45	16,577.89
1902	"E"	2	17,059.75	122,930.27
	"A"	39	2,282.92	5,679.58
	"B"	153	8,284.21	37,291.58
	"C"	14	5,231.20	23,176.11
	"D"	2	1,852.96	13,057.07
	"E"	2	7,495.97	85,580.00
1903	"A"	58	3,888.94	9,260.00
	"B"	134	7,849.19	35,188.65
	"C"	14	5,012.85	19,435.92
	"D"	3	2,664.65	13,078.77
	"E"	2	5,382.41	32,197.05
1904	"A"	25	1,682.05	4,005.81
	"B"	120	6,917.98	32,684.09
	"C"	11	3,525.46	12,373.05

CONVEYANCES—Continued.

Year.	Character of Conveyances	Total Conveyances	Total Acres	Total Purchase Price
1905	"D"	3	4,338.99	13,806.96
	"E"	2	13,896.81	106,847.00
	"A"	29	2,181.84	5,454.61
	"B"	81	4,781.32	18,948.60
	"C"	12	4,694.89	22,217.38
1906	"D"	5	6,380.90	23,677.64
	"E"	2	43,718.69	288,964.95
	"A"	7	444.23	1,110.57
	"B"	29	1,454.93	5,490.10
	"C"	1	200.00	500.00
1907	"D"	4	5,306.11	81,184.43
	"E"	3	22,707.20	138,952.67
	"A"	37	2,711.61	6,778.62
	"B"	109	6,573.04	28,450.70
	"C"	14	4,194.28	18,858.52
1908	"D"	5	7,168.27	91,047.10
	"E"	5	51,717.04	504,426.48
	"A"	13	819.81	2,049.52
	"B"	43	2,367.91	9,407.25
	"C"	7	2,191.78	7,916.07
	"D"	6	4,945.54	27,731.61
	"E"	3	26,552.58	201,671.45

## RECAPITULATION—CONVEYANCES— EAST SIDE GRANT.

Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
"A"	1852	120,730.14	\$267,034.51
"B"	2068	115,416.24	466,875.18
"C"	223	71,401.76	240,374.31
"D"	51	55,105.93	358,155.52
"E"	33	260,587.38	1,808,992.97
Total,	4227	623,241.45	\$3,141,432.49

*East Side Grant—Act approved July 25, A. D. 1866,  
as amended.*

## PENDING CONTRACTS.

So far as your Orator is advised, all pending contracts are for prices exceeding \$2.50 per acre; therefore contracts for not exceeding one quarter section of land are classified as "B." The exact purchase price as to pending contracts is unknown but is computed at \$10.00 per acre.

Character of Contracts.	Total Contracts.	Total Acres.	Total Purchase Price
"B"	738	42,294.41	\$422,944.10
"C"	40	14,412.01	144,120.10
"D"	5	5,260.36	52,603.60
"E"	5	63,408.10	634,081.00
Total,	788	125,374.88	1,253,748.80

## TOTAL SALES EAST SIDE GRANT.

Including both Conveyances and Pending Contracts.	5015	748,616.33	\$4,395,181.29
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*West Side Grant—Act approved May 4, A. D. 1870.*

## CONVEYANCES.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1885	"A"	26	1,653.50	\$3,834.64
	"B"	9	222.86	839.30
	"C"	2	680.00	1,260.00
1886	"A"	8	502.74	1,115.28
	"B"	1	26.80	80.40
	"C"	1	360.00	900.00
1887	"A"	11	924.60	1,971.50
	"B"	3	160.00	600.00
1891	"A"	49	3,498.40	7,914.49
	"B"	21	1,285.74	4,625.08
	"C"	4	1,374.67	4,106.91
1892	"A"	6	368.11	920.28
	"B"	5	324.68	1,813.94
	"C"	1	320.00	960.00
1893	"A"	1	80.00	200.00
	"B"	3	280.00	1,000.00
	"C"	2	760.00	3,040.00
1894	"A"	1	40.00	100.00
	"B"	9	640.00	2,860.00
1895	"A"	2	238.83	555.00
	"B"	9	600.00	2,560.00
1896	"A"	1	42.06	105.15
	"B"	3	280.00	1,760.00
1897	"B"	7	320.00	1,760.00
1898	"B"	16	977.93	5,860.36



## CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1899	"B"	9	537.85	2,896.00
	"C"	1	320.00	1,280.00
1900	"A"	2	80.00	200.00
	"B"	3	120.00	780.00
	"C"	1	320.00	960.00
1901	"A"	1	80.00	190.00
	"B"	2	160.00	760.00
	"C"	1	423.61	1,059.00
	"E"	1	2,431.55	19,452.40
1902	"B"	6	400.86	2,333.10
1903	"B"	2	80.00	360.00
1904	"B"	2	50.00	280.00
	"C"	1	321.99	804.97
1905	"B"	6	230.00	1,452.50
1906	"B"	1	40.00	220.00
1907	"B"	5	340.00	1,720.00
	"C"	1	240.00	960.00
1908	"A"	1	160.00	400.00
	"B"	1	20.00	400.00
	"C"	1	260.63	500.00

## RECAPITULATION—CONVEYANCES— WEST SIDE GRANT.

Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
"A"	109	7,668.24	\$17,506.34
"B"	123	7,096.72	34,960.68
"C"	16	5,380.90	15,830.88
"E"	1	2,431.55	19,452.40
Total	249	22,577.41	\$87,750.30

*West Side Grant, Act Approved May 4, 1870.*

## PENDING CONTRACTS.

So far as your Orator is advised, all pending contracts are for prices exceeding \$2.50 per acre; therefore contracts for not exceeding one-quarter section of land are classified as "B." The exact purchase price as to pending contracts is unknown but is computed at \$10.00 per acre.

Character of Contracts.	Total Contracts.	Total Acres.	Total Purchase Price
"B"	40	2,521.77	\$25,217.70
"C"	1	240.00	2,400.00
"E"	1	45,972.43	459,724.30
Total	42	48,734.20	\$487,342.00

## TOTAL SALES WEST SIDE GRANT.

Including both Conveyances and Pending Contracts.	291	71,311.61	\$575,092.30
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RECAPITULATION—TOTAL SALES—BOTH  
GRANTS.

The following statement covers both grants, and includes all sales,—both conveyances and pending contracts. The entire time during which sales have been made is divided into two periods, viz: 1872 to 1897 inclusive, and 1898 to 1908 inclusive. Pending contracts are included in the latter period. The exact purchase price as to pending contracts is unknown, but is computed at \$10.00 per acre.

## RECAPITULATION.

Years.	Total Sales	Total Acres	Total Purchase Price
<i>Sales in Quantities not Exceeding 160 Acres.</i>			
1872-1897	2501	155,618.55	\$ 420,950.10
1898-1908	2429	140,108.97	813,588.41
	<hr/> 4930	<hr/> 295,727.52	<hr/> \$1,234,538.51

<i>Sales in Quantities Exceeding 160 Acres, But not Exceeding 640 Acres.</i>			
1872-1897	117	33,530.43	\$ 77,292.35
1898-1908	163	57,904.24	325,432.94
	<hr/> 280	<hr/> 91,434.67	<hr/> \$402,725.29

<i>Sales in Quantities Exceeding 640 Acres But Not Exceeding 2,000 Acres.</i>			
1872-1897	11	10,756.91	36,985.21
1898-1908	45	45,609.38	373,773.91
	<hr/> 56	<hr/> 60,366.29	<hr/> 410,759.12

<i>Sales in Quantities Exceeding 2,000 Acres.</i>			
1872-1897	1	2,234.70	4,579.40
1898-1908	39	370,164.76	2,917,671.27
	<hr/> 40	<hr/> 372,399.46	<hr/> 2,922,250.67

<i>Total Sales in Quantities Exceeding 160 Acres.</i>			
1872-1897	129	46,522.04	118,856.96
1898-1908	247	477,678.38	3,616,878.12
	<hr/> 376	<hr/> 524,200.42	<hr/> 3,735,735.08



## RECAPITULATION—Continued.

	Total Sales	Total Acres	Total Purchase Price
<i>Total Sales.</i>			
In quantities not exceeding 160 acres . . . . .	4930	295,727.52	1,234,538.51
In quantities ex- ceeding 160 acres . . . . .	376	524,200.42	3,735,735.08
Total,	5306	819,927.94	4,970,273.59

## Exhibit K

Schedule of patented lands now remaining unsold, described by governmental subdivisions, tabulated by Counties, and separately stated as to each of said land grants.

Governmental subdivisions of sections are designated by the abbreviations "N," "S," "E," "W," "NE," "NW," "SE" and "SW," meaning, respectively, north, south, east, west, northeast, northwest, southeast and southwest.

### EAST SIDE GRANT.

*Act of July 25, A. D. 1866, as amended.*

All of the lands of said East Side Grant are situated in the State of Oregon; the respective counties are indicated in the schedule.

The Counties are arranged in the order in which they occur in the grant from West to East, commencing at the North. Thus arranged, they appear in the following order. For convenience, the total number of acres in each County is here stated:

COUNTY.	ACRES.
Washington .....	2,452.18
Multnomah .....	8,120.00
Yamhill .....	27,120.20
Clackamas .....	89,162.07
Polk .....	37,017.79
Marion .....	30,256.00
Lincoln .....	15,906.00

## EAST SIDE GRANT—Continued.

COUNTY	ACRES
Benton .....	53,626.99
Linn .....	61,966.23
Lane .....	299,606.00
Douglas .....	616,843.14
Coos .....	106,563.36
Curry .....	7,844.64
Josephine .....	167,480.98
Jackson .....	441,791.15
Klamath .....	43,015.00
<hr/>	
Total East Side Grant.....	2,008,771.73

## WASHINGTON COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 1, Range 1.*

	Section	Acres
W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ , <i>Township 3, Range 1.</i>	19	20.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ , <i>Township 1, Range 2.</i>	3	41.00
Lot 1, <i>Township 2, Range 2.</i>	31	20.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ , <i>Township 1, Range 3.</i>	17	40.00
Lot 1,	7	.18
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	21	40.00
Lot 1, <i>Township 2, Range 3.</i>	25	11.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	280.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ , <i>Township 1, Range 4.</i>	13	160.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ , <i>Township 1, Range 5.</i>	15	360.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	120.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	280.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	11	80.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	240.00
All,	33	640.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	120.00
Total Washington County,		2,452.18



## MULTNOMAH COUNTY.

*South of Base Line and East of Willamette Meridian.**Township 1, Range 4.*

	Section	Acres
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	120.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	13	40.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	15	160.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	320.00

*Township 1, Range 5.*

All,	1	646.00
All,	3	623.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	120.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	317.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	560.00
All,	11	640.00
All,	13	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	400.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	17	120.00
S $\frac{1}{2}$ ,	21	320.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	400.00

MULTNOMAH COUNTY—Continued.

*Township 1, Range 6.*

	Section	Acres
NW $\frac{1}{4}$ ,	3	118.00
All,	5	664.00
All,	7	632.00
All,	9	640.00
All,	17	640.00
		<hr/>
Total, Multnomah County,		8,120.00

## YAMHILL COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 3, Range 2.*

	Section	Acres
Lot 1,	19	.50

*Township 2, Range 3.*

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	23	80.00
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*Township 5, Range 3.*

Lots 10, 11, 12,	3	74.64
Lot 1,	9	3.90
Lot 1,	11	15.06
Lot 4,	13	15.82
Lot 6,	21	.97
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	40.00
Lots 7, 8,	25	72.70

*Township 2, Range 4.*

Lot 1,	31	1.30
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*Township 3, Range 4.*

Lot 1,	9	1.48
Lot 4,	33	.11

*Township 4, Range 4.*

Lot 1,	13	2.94
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*Township 5, Range 4.*

Lot 2,	9	.31
Lot 1,	27	13.00
Lot 1,	35	25.44

## YAMHILL COUNTY—Continued.

*Township 2, Range 5.*

	Section	Acres
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	400.70
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	360.00
All,	7	645.60
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	560.00
All,	17	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	283.60
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	200.00
Lot 2; N $\frac{1}{2}$ of N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	57.05
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	29	40.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	363.97

*Township 3, Range 5.*

S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	5	80.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	284.20
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	19	488.10
Lots 1, 2,	23	41.20
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	29	560.00



## YAMHILL COUNTY—Continued.

*Township 3, Range 5.*

	Section	Acres
SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	248.21
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	280.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	35	80.00

*Township 4, Range 5.*

N $\frac{1}{2}$ ,	7	324.51
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	285.70
Lot 4; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	79.06
S $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	10.40

*Township 5, Range 5.*

Lot 7 (or NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ),	5	30.05
Lot 8,	15	12.00
Lot 8,	25	.10
Lots 1, 5, 6,	31	15.91
Lot 1,	35	8.00

*Township 2, Range 6.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	13	480.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	80.00
SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	240.00
S $\frac{1}{2}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	33	421.36
All,	35	640.00

*Township 3, Range 6.*

All,	1	641.84
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	202.11
S $\frac{1}{2}$ ,	5	320.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	240.00

## YAMHILL COUNTY—Continued.

*Township 3, Range 6—Continued.*

	Section	Acres
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	11	440.00
All,	13	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	360.00
All,	17	640.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	21	480.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	440.00
All,	25	640.00
All,	27	640.00
All,	33	640.00
All,	35	640.00

*Township 4, Range 6.*

NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	239.85
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	560.62
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	605.47
All,	9	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	11	80.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	13	80.00
All,	17	640.00
All,	19	662.96
All,	21	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	160.00
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	480.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S W $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of		

## YAMHILL COUNTY—Continued.

*Township 4, Range 6—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	31	415.78
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	280.00
Lots 1, 2,	35	4.00

*Township 5, Range 6.*

E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	3	78.23
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*Township 4, Range 7.*

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	440.00
All,	23	640.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	560.00
All,	27	640.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	480.00
E $\frac{1}{2}$ ,	31	320.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	400.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	35	400.00

*Township 5, Range 7.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of		
NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	243.40
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	240.00
SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	200.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of		
SE $\frac{1}{4}$ ,	15	600.00
SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	240.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lot 1,	27	121.20
SW $\frac{1}{4}$ ,	33	160.00

*Township 6, Range 7.*

NW $\frac{1}{4}$ ,	3	156.85
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Total, Yamhill County,

27,120.20

## CLACKAMAS COUNTY.

*South of Base Line and East of Willamette Meridian.**Township 3, Range 1.*

	Section	Acres
Lot 1,	19	2.23
<i>Township 4, Range 1.</i>		
Lot 1,	21	.49
<i>Township 6, Range 1.</i>		
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	13	240.00
<i>Township 1, Range 2.</i>		
Lot 4,	35	2.80
<i>Township 3, Range 2.</i>		
Lots 1, 2,	3	14.55
Lot 1,	7	.87
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	40.00
<i>Township 4, Range 2.</i>		
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	3	120.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	40.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	160.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	40.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	160.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	40.00
Lots 1, 2,	33	1.80
<i>Township 5, Range 2.</i>		
Lots 1, 2,	3	42.66
Lot 2,	5	4.47



## CLACKAMAS COUNTY—Continued.

*Township 5, Range 2—Continued.*

	Section	Acres
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lot 2,	13	125.55
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 2,	25	147.50
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	35	400.00

*Township 6, Range 2.*

NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	440.20
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	5	552.55
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	475.99
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	240.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	11	40.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	360.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	15	280.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	17	120.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	315.36
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	21	80.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	23	80.00
W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	440.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	27	160.00

## CLACKAMAS COUNTY—Continued.

*Township 6, Range 2—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of N W $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	400.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	33	480.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	600.00

*Township 7, Range 2.*

All,	1	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	3	516.38
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	198.65
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	120.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	560.00
All,	13	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	15	520.00
All,	23	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	25	600.00

*Township 1, Range 3.*

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	29	40.00
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*Township 2, Range 3.*

Lot 5,	21	.55
Lots 5, 6, 8,	23	11.25

*Township 3, Range 3.*

Lots 3, 11,	1	45.19
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lot 2,	7	99.51
Lot 5,	13	36.34
Lots 1, 2, 3, 6, 7, 8,	15	75.27

## CLACKAMAS COUNTY—Continued.

*Township 3, Range 3—Continued.*

	Section	Acres
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	19	80.00
Lots 3, 4, 5, 6, 7, 8,	25	71.26
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3,	27	101.95
Lot 4; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	146.65
NW $\frac{1}{4}$ ,	33	160.00
N $\frac{1}{2}$ ,	35	320.00

*Township 4, Range 3.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ;		
Lots 1, 2; SE $\frac{1}{4}$ ,	1	525.45
SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	40.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	5	200.16
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	9	40.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	13	280.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	47.31
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	200.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	23	280.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	200.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	320.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	29	120.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	31	240.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	120.00

## CLACKAMAS COUNTY—Continued.

*Township 5, Range 3.*

	Section	Acres
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	160.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	5	160.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lot 3; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	290.02
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	440.00
N $\frac{1}{2}$ ; N W $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	600.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	17	80.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	21	240.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	560.00

*Township 6, Range 3.*

S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	17	160.00
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*Township 7, Range 3.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	559.12
All,	3	637.28
All,	5	638.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	455.60
All,	9	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	520.00
All,	13	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S W $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	280.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	360.00



## CLACKAMAS COUNTY—Continued.

*Township 7, Range 3—Continued.*

	Section	Acres
All,	19	612.40
All,	21	640.00
All,	23	640.00
All,	25	640.00
N $\frac{1}{2}$ ,	27	320.00

*Township 1, Range 4.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	25	160.00
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*Township 2, Range 4.*

W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	198.49
Lot 4,	19	18.67
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	25	240.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	29	40.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	520.00

*Township 3, Range 4.*

S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	1	160.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	560.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	13	240.00
SE $\frac{1}{4}$ ,	25	160.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	40.00
Lot 5; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	31	57.66
Lot 1,	33	16.00

## CLACKAMAS COUNTY—Continued.

*Township 4, Range 4.*

	Section	Acres
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	120.00
Lot 1; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	7	145.50
Lots 7, 8, 10, 11,	9	60.11
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	11	40.00
E $\frac{1}{2}$ ,	13	320.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lot 4; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ , except two acres in SW corner,	15	153.42
Lots 1, 4, 5, 7, 8; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	364.16
SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	200.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	240.00
All,	25	640.00
All,	27	640.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	160.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	241.83
All,	33	640.00
W $\frac{1}{2}$ ,	35	320.00

*Township 5, Range 4.*

All,	1	626.12
All,	3	561.91
All,	5	634.88
All,	7	648.38

## CLACKAMAS COUNTY—Continued.

*Township 5, Range 4—Continued.*

	Section	Acres
All,	9	640.00
All,	11	640.00
All,	13	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	520.35
All,	17	629.76
All,	19	577.90
N $\frac{1}{2}$ ,	21	320.00
All,	23	640.00
All,	25	640.00

*Township 6, Range 4.*

All,	1	750.36
All,	3	751.48
All,	9	640.00
All,	11	640.00
S $\frac{1}{2}$ ,	33	320.00

*Township 7, Range 4.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	428.60
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	7	537.19
All,	9	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	15	480.00
All,	17	640.00
All,	19	714.52
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	400.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	29	480.00

*Township 8, Range 4.*

E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	7	462.84
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## CLACKAMAS COUNTY—Continued.

Section Acres

*Township 1, Range 5.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	25	240.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	29	120.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	80.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	400.00

*Township 2, Range 5.*

NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of S E $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	319.37
Lot 5,	7	38.52
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	240.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	440.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	19	120.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	200.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	31	113.11
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	280.00

*Township 3, Range 5.*

All,	1	641.73
All,	3	645.10
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	357.00
E $\frac{1}{2}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	480.00



## CLACKAMAS COUNTY—Continued.

*Township 3, Range 5—Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	360.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	120.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	154.12
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	360.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	560.00
All,	25	640.00
All,	27	640.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	400.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S W $\frac{1}{4}$ of N W $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	236.59
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	560.00
All,	35	640.00

*Township 4, Range 5.*

All,	1	640.22
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	319.84
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	5	321.69
All,	7	639.26

## CLACKAMAS COUNTY—Continued.

*Township 4, Range 5—Continued.*

	Section	Acres
All,	9	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	520.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	637.98
All,	21	640.00
All,	23	640.00
NE $\frac{1}{4}$ ,	27	160.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	29	200.00
All,	31	659.66
E $\frac{1}{2}$ ,	35	322.98

*Township 1, Range 6.*

All,	29	640.00
All,	31	624.80
SW $\frac{1}{4}$ ,	33	160.00

*Township 2, Range 6.*

All,	1	640.00
All,	3	639.42
All,	5	638.22
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	597.22
All,	9	640.00
All,	11	640.00
All,	13	640.00

## CLACKAMAS COUNTY—Continued.

*Township 2, Range 6—Continued.*

	Section	Acres
All,	15	640.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	560.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	282.99
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	21	320.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	520.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	360.00
All,	27	640.00
All,	29	640.00
All,	31	642.82
All,	33	640.00
All,	35	640.00

*Township 4, Range 6.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	1	480.00
All,	3	640.00
All,	5	644.21
All,	7	639.39
All,	9	640.00
All,	11	700.21
W $\frac{1}{2}$ ,	13	320.00
All,	15	640.00
All,	17	640.00
All,	19	640.54
All,	21	340.00
NW $\frac{1}{4}$ ,	23	195.68

## CLACKAMAS COUNTY—Continued.

*Township 4, Range 6—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ,	27	160.00
All,	29	621.83
Lots 3, 4, 5, 6, 7; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	327.52
Lots 1, 2; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	303.04

*Township 2, Range 7.*

All,	7	638.41
All,	19	638.42
All,	31	639.59

*Township 3, Range 7.*

W $\frac{1}{2}$ ,	7	323.32
W $\frac{1}{2}$ ,	19	321.78

*South of Base Line and West of Willamette Meridian.**Township 3, Range 1.*

NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	40.00
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Total, Clackamas County, 89,162.07



## POLK COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 6, Range 3.*

	Section	Acres
Lot 1,	5	2.00
Lot 4,	21	.63

*Township 8, Range 4.*

Lot 3,	3	4.00
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*Township 9, Range 4.*

Lot 5,	1	4.00
Lot 5,	9	1.16

*Township 9, Range 5.*

Lot 9,	13	6.00
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*Township 6, Range 6.*

Lot 1,	35	28.00
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*Township 7, Range 6.*

Lots 1, 2, 3, 4,	3	94.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ; Lot 1,	5	405.00
All,	7	655.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ;		
Lot 3,	9	318.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	360.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$		
of SE $\frac{1}{4}$ ,	21	160.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	40.00
All,	29	640.00
All,	31	662.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	400.00

## POLK COUNTY—Continued.

*Township 8, Range 6.*

	Section	Acres
N $\frac{1}{2}$ ,	5	324.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	415.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	280.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	17	200.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	440.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	33	80.00

*Township 9, Range 6.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	5	246.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	407.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	9	40.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	17	40.00

*Township 7, Range 7.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$	1	610.00
All,	3	739.00
All,	5	736.00
All,	7	643.00
All,	9	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	560.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	600.00
All,	15	640.00

## POLK COUNTY—Continued.

*Township 7, Range 7—Continued.*

	Section	Acres
All,	17	640.00
All,	19	642.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.00
All,	33	641.00
N $\frac{1}{2}$ ,	35	320.00

*Township 8, Range 7.*

S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	320.00
W $\frac{1}{2}$ ; NE $\frac{1}{4}$ ,	3	481.00
All,	5	641.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	9	400.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	40.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	17	120.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	40.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	160.00
All,	31	641.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	35	120.00

*Township 9, Range 7.*

NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	561.00
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## POLK COUNTY—Continued.

*Township 9, Range 7—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	480.00
Lots 3, 4; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	5	136.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	600.00
All,	11	640.00
All,	13	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	440.00
Lots 9, 10, 11, 14, 15, 16,	17	245.00
NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	21	200.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	120.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	29	480.00
All,	31	662.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	360.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	280.00

*Township 10, Range 7.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	1	190.00
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	3	248.00
Lots 1, 2, 3, 4,	5	184.00

*Township 7, Range 8.*

All,	1	780.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	3	569.00
All,	11	640.00
All,	13	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	15	480.00
All,	23	640.00



## POLK COUNTY—Continued.

*Township 7, Range 8—Continued.*

	Section	Acres
All,	25	640.00
All,	27	640.00
All,	35	640.00

*Township 8, Range 8.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	1	479.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	3	458.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	11	480.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ,	15	160.00
S $\frac{1}{2}$ ,	23	320.00
All,	25	640.00
N $\frac{1}{2}$ ,	35	320.00

*Township 9, Range 8.*

N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	200.00
NE $\frac{1}{4}$ ,	15	160.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	560.00
All,	35	640.00

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Total, Polk County,		37,017.79
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## MARION COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 9, Range 1.*

	Section	Acres
Lot 9,	13	29.00

*Township 9, Range 2.*

Lot 3,	29	17.00
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*Township 6, Range 3.*

Lot 2,	1	9.00
Lots 8, 9, 10,	21	58.00

*Township 8, Range 4.*

Lot 9,	1	7.00
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*South of Base Line and East of Willamette Meridian.**Township 6, Range 1.*

NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	280.00
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*Township 7, Range 1.*

SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	120.00
Lots 1, 5, 6,	7	36.00
S $\frac{1}{2}$ ,	11	320.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	280.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	120.00

*Township 8, Range 1.*

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	481.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	524.00
Lots 1, 2,	7	17.00

## MARION COUNTY—Continued.

*Township 8, Range 1—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	440.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	12	280.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	240.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	160.00
All,	25	640.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	440.00

*Township 9, Range 1.*

Lot 1,	23	22.00
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*Township 6, Range 2.*

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	29	40.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	396.00

*Township 7, Range 2.*

W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	440.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	7	118.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	440.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	15	120.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	17	240.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	280.00
W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	21	360.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	40.00
All,	27	640.00

## MARION COUNTY—Continued.

*Township 7, Range 2—Continued.*

	Section	Acres
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	480.00
All,	35	640.00

*Township 8, Range 2.*

All,	1	636.00
All,	3	636.00
All,	5	645.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	562.00
All,	9	630.00
All,	11	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	13	120.00
E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	17	600.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	441.00
W $\frac{1}{2}$ ,	29	320.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	31	601.00

*Township 9, Range 2.*

All,	1	642.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	328.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	575.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	7	80.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; North 23 acres of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	63.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	364.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ;		



## MARION COUNTY—Continued.

*Township 9, Range 2—Continued.*

	Section	Acres
S $\frac{1}{2}$ ,	13	600.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	15	200.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	280.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	25	200.00

*Township 8, Range 3.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ;		
Lots 1, 2, 3, 4,	13	536.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	80.00
All,	25	640.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	560.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	29	240.00
All,	31	637.00
All,	33	640.00
All,	35	640.00

*Township 9, Range 3.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	360.00
All,	7	643.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	480.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	320.00
All,	13	640.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	560.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,		

## MARION COUNTY—Continued.

*Township 9, Range 3—Continued.*

	Section	Acres
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	360.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	21	560.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	40.00

*Township 8, Range 4.*

W $\frac{1}{2}$ ,	17	320.00
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	19	466.00
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	473.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6,	31	315.00

*Township 9, Range 4.*

All,	5	642.00
All,	7	614.00
All,	17	640.00
All,	19	613.00
NW $\frac{1}{4}$ ,	29	160.00

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Total, Marion County,		30,256.00
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## LINCOLN COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 12, Range 8.*

	Section	Acres
SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	240.00
SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	280.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	7	240.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$	9	560.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	560.00
All,	13	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$	15	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$	17	440.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ;		
W $\frac{1}{2}$ of SE $\frac{1}{4}$	19	518.00
All	21	640.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$	23	360.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	639.00
All,	33	640.00
All,	35	640.00

*Township 13, Range 8.*

All,	1	678.00
All,	3	657.00
All,	5	658.00
All,	7	635.00
All,	9	640.00
All,	11	640.00

## LINCOLN COUNTY—Continued.

*Township 13, Range 8—Continued.*

	Section	Acres
All,	13	640.00
All,	15	640.00
All,	17	640.00

*Township 13, Range 9.*

E $\frac{1}{2}$ of E $\frac{1}{2}$ ,	13	160.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ,	25	160.00

*Township 14, Range 9.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	240.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	200.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	25	480.00

*Township 15, Range 9.*

E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	121.00
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Total, Lincoln County,		15,906.00
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## BENTON COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 10, Range 4.*

	Section	Acres
Lot 6,	15	1.14
Lot 1,	21	.16

*Township 13, Range 4.*

Lot 5,	19	52.40
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*Township 10, Range 5.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	19	440.00
Lot 4,	23	.79
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	280.00

*Township 11, Range 5.*

Lot 1,	1	2.76
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*Township 13, Range 5.*

Lots 1, 2,	7	2.00
Lot 1,	29	.84

*Township 14, Range 5.*

Lot 1,	25	.26
Lots 1, 2, 3,	31	5.88

*Township 13, Range 6.*

S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	5	80.00
All,	7	681.60
Lot 5,	13	11.34
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	520.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	651.39

## BENTON COUNTY—Continued.

*Township 13, Range 6—Continued.*

	Section	Acres
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	440.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	23	120.00
N $\frac{1}{2}$ ,	25	320.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	240.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	520.00
All,	31	701.65
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	400.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	320.00

*Township 14, Range 6.*

N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	362.66
All,	5	642.82
All,	7	638.60
W $\frac{1}{2}$	9	320.00
Lot 1,	11	43.35
All,	17	640.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	602.82
All,	29	640.00
All,	31	641.16

## BENTON COUNTY—Continued.

*Township 15, Range 6.*

	Section	Acres
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ .....	3	120.00
NW $\frac{1}{4}$ ; S $\frac{1}{2}$	5	481.31
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	7	159.40
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	9	80.00

*Township 12, Range 7.*

S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	7	158.87
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	160.00
All,	17	640.00
All,	19	639.62
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	21	480.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	23	120.00
All,	27	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	600.00
All,	31	634.78
All,	33	640.00
All,	35	640.00

*Township 13, Range 7.*

All,	3	705.64
All,	5	680.38
All,	7	645.40
All,	9	640.00
All,	11	640.00
All,	13	640.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ;		

## BENTON COUNTY—Continued.

*Township 13, Range 7—Continued.*

	Section	Acres
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	480.00
All,	17	640.00
All,	19	644.38
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	21	240.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
Lots 7, 8,	29	1.88
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	318.49
All,	33	640.00
All,	35	640.00
<i>Township 14, Range 7.</i>		
All,	1	635.34
All,	3	643.92
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	5	320.00
Lot 4,	7	34.84
All,	9	663.68
All,	11	640.00
All,	13	631.12
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	560.00
All,	17	649.99
All,	19	651.99
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00



## BENTON COUNTY—Continued.

*Township 14, Range 7—Continued.*

	Section	Acres
All,	29	640.00
All,	31	665.60
All,	33	640.00
All,	35	640.00

*Township 15, Range 7.*

All,	1	596.62
All,	3	605.08
All,	5	595.60
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	7	157.69
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	9	160.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	11	160.00

*Township 13, Range 8.*

All,	19	637.68
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	637.19
All,	33	641.80
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	520.00

*Township 14, Range 8.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	3	244.36
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	607.68
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of		

## BENTON COUNTY—Continued.

*Township 14, Range 8—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	439.01
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	40.00
E $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	400.00
All,	15	640.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ;		
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	394.81
All,	21	640.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	400.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	320.00
All,	27	640.00
All,	29	640.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ;		
SE $\frac{1}{4}$ ,	31	590.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ;		
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	400.50
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ;		
S $\frac{1}{2}$ ,	35	603.66

*Township 15, Range 8.*

All,	1	774.06
Lots 1, 3, 4, 5, 6, 8, 9, 10, 11, 12; S $\frac{1}{2}$ ,	3	659.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of		
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	352.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	7	40.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	9	160.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	11	160.00

Total, Benton County,

53,626.99

## LINN COUNTY.

*South of Base Line and East of Whilamette Meridian.**Township 9, Range 1.*

	Section	Acres
Lot 4,	17	16.00

*Township 10, Range 1.*

NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 2, 5,	1	227.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	478.00
SW $\frac{1}{4}$ ,	21	160.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	23	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	600.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	600.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	560.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lot 2,	31	198.00
All,	33	640.00
All,	35	640.00

*Township 11, Range 1.*

All,	1	641.00
Lots 1, 2, 3, 4; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	601.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	120.00
W $\frac{1}{2}$ ,	9	320.00
All,	15	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	560.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	21	160.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	520.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	27	520.00

## LINN COUNTY—Continued.

*Township 11, Range 1—Continued.*

	Section	Acres
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	160.00
Lot 3,	31	4.00
All,	33	640.00
All,	35	640.00

*Township 12, Range 1.*

W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	1	239.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	596.00
All,	5	643.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	9	160.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	21	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	560.00
All,	25	640.00
All,	27	640.00

*Township 14, Range 1.*

E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	80.00
N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	80.00
All,	35	640.00

*Township 15, Range 1.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N E $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	409.00
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## LINN COUNTY—Continued.

*Township 9, Range 2.*

	Section	Acres
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	40.00
Lot 1,	27	4.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	29	200.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	409.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	35	440.00

*Township 10, Range 2.*

NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	479.00
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	440.00
NE $\frac{1}{4}$ ,	7	160.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	9	445.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	440.00
E $\frac{1}{2}$ ,	13	320.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	440.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	240.00
W $\frac{1}{2}$ ,	19	348.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	21	80.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	560.00
NE $\frac{1}{4}$ ,	25	160.00
All,	31	658.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	40.00

*Township 11, Range 2.*

S $\frac{1}{2}$ ,	3	320.00
All,	5	935.00
E $\frac{1}{2}$ ,	7	320.00
All,	9	640.00
SE $\frac{1}{4}$ ,	13	160.00

## LINN COUNTY—Continued.

*Township 12, Range 2.*

	Section	Acres
S $\frac{1}{2}$ ,	1	320.00
SE $\frac{1}{4}$ ,	3	160.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
E $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	400.00
All,	23	640.00
All,	27	640.00
All,	29	640.00

*Township 14, Range 2.*

All,	35	640.00
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*Township 15, Range 2.*

Lots 3, 4; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	156.00
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*Township 10, Range 3.*

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	200.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	120.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lot 4,	5	277.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	7	163.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	11	160.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	202.00

*Township 11, Range 3.*

S $\frac{1}{2}$ ,	1	320.00
All,	7	539.00
All,	9	640.00

## LINN COUNTY—Continued.

*Township 11, Range 3—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	600.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	543.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	33	691.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	440.00

*Township 12, Range 3.*

NW $\frac{1}{4}$ ,	1	160.00
All,	3	637.00
All,	5	628.00
All,	7	630.00
All,	9	640.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	11	480.00
All,	15	640.00
All,	17	640.00
All,	19	632.00
All,	21	640.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	27	80.00

LINN COUNTY—Continued.

*Township 12, Range 3—Continued.*

	Section	Acres
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	480.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	31	80.00
NW $\frac{1}{4}$ ,	33	160.00

*Township 14, Range 3.*

Lots 1, 2, 3, 4; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	31	310.00
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*Township 9, Range 4.*

S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	31	306.00
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*Township 10, Range 4.*

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N W $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	200.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ,	19	160.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	29	480.00

*South of Base Line and West of Willamette Meridian.*

*Township 9, Range 1.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lot 6,	21	79.00
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*Township 10, Range 1.*

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	120.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	40.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	25	280.00

*Township 14, Range 1.*

S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	25	160.00
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	27	160.00
All,	31	646.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	240.00
All,	35	640.00



## LINN COUNTY—Continued.

*Township 15, Range 1.*

	Section	Acres
All that part situated in Linn County,	1	601.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	482.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	441.00
All that part situated in Linn County,	7	160.00
N $\frac{1}{2}$ ,	9	320.00
All that part of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ situ- ated in Linn County,	11	15.00

*Township 13, Range 2.*

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	19	40.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	21	40.00

*Township 14, Range 2.*

Lots 4, 5, 6, 7,	13	75.00
Lots 1, 2, 3, 4, 5,	15	103.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	21	40.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	25	280.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	29	80.00
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	80.00
S $\frac{1}{2}$ ,	35	320.00

*Township 15, Range 2.*

All,	1	642.00
E $\frac{1}{2}$ ,	3	320.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	320.00
All,	11	640.00
All,	13	640.00

## LINN COUNTY—Continued.

*Township 15, Range 2—Continued.*

	Section	Acres
All,	15	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	17	40.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	480.00
All,	27	640.00
All,	29	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	621.00
All	33	640.00

*Township 16, Range 2.*

All,	5	638.00
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*Township 14, Range 3.*

Lots 3, 4,	3	48.00
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*Township 16, Range 3.*

E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	1	361.00
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*Township 15, Range 4.*

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	35	40.00
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*Township 12, Range 5.*

Lot 3,	1	.23
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*Township 14, Range 5.*

Lot 1,	23	10.00
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Total, Linn County,		61,966.23
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## LANE COUNTY.

*South of Base Line and East of Willamette Meridian.**Township 16, Range 1.*

	Section	Acres
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ (or Lot 4),	7	40.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	200.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	160.00
SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	200.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	320.00
All,	25	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	29	120.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	31	76.00
All,	33	640.00
All,	35	640.00

*Township 17, Range 1.*

NW $\frac{1}{4}$ ,	3	159.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lots 1, 2,	9	114.00
NE $\frac{1}{4}$ ,	13	160.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	40.00
Lots 10, 11; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	161.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	80.00

*Township 18, Range 1.*

All,	7	634.00
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	13	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	522.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	480.00
All,	23	640.00

## LANE COUNTY—Continued.

*Township 18, Range 1—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	25	480.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	600.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	31	400.00

*Township 19, Range 1.*

All,	1	639.00
All,	3	642.00
All,	11	640.00
All,	13	640.00

*Township 20, Range 1.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4; SE $\frac{1}{4}$ ,	7	435.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	480.00
All,	19	552.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	600.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	40.00
All,	27	640.00
All,	29	640.00
All,	31	615.00
All,	33	670.00
NW $\frac{1}{4}$ ,	35	160.00

*Township 22, Range 1.*

All,	5	640.00
All,	7	579.00
NW $\frac{1}{4}$ ,	9	160.00



## LANE COUNTY—Continued.

*Township 22, Range 1—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	17	480.00
All,	19	578.00

*Township 16, Range 2.*

SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	240.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	520.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	559.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	480.00
Lots 2 to 10, inclusive, 12, 13,	23	428.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	560.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	80.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lot 1,	29	315.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	33	520.00
Lot 5,	35	27.00

*Township 17, Range 2.*

All,	1	643.00
All,	3	644.00
All,	5	636.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	7	200.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	9	80.00
All,	11	640.00

*Township 15, Range 3.*

SW $\frac{1}{4}$ ,	33	160.00
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*Township 16, Range 3.*

Lots 1, 2, 3, 4, 5, 6; NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ , 31	429.00
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## LANE COUNTY—Continued.

*Township 17, Range 3.*

	Section	Acres
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots		
1, 2,	3	181.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 1, 4, 5; S $\frac{1}{2}$ ,	5	507.00
All,	7	642.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N W $\frac{1}{4}$ ; S $\frac{1}{2}$ ;		
Lots 3, 4, 5,	9	517.00
All,	17	640.00
<i>South of Base Line and West of Willamette Meridian.</i>		

*Township 15, Range 1.*

All that part situated in Lane County,	1	40.00
All that part situated in Lane County,	7	497.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	240.00
SW $\frac{1}{4}$ , and that part of NW $\frac{1}{4}$ of NW $\frac{1}{4}$		
situated in Lane County,	11	185.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	440.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	560.00
All,	17	640.00
All,	19	660.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	320.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	23	200.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of		
SE $\frac{1}{4}$ ,	27	160.00
All,	29	640.00
All,	31	653.00

## LANE COUNTY—Continued.

*Township 16, Range 1.*

	Section	Acres
All,	3	643.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 7, 8,	5	39.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	400.00
NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	240.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	80.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	400.00
Lots 3, 4; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	181.00
Lots 5, 6, 7, 8; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	241.00
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	25	160.00
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	27	160.00
All,	29	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	566.00
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	480.00
All,	35	640.00

*Township 17, Range 1.*

E $\frac{1}{2}$ ,	1	320.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	602.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5,	5	345.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; Lots 1, 2, 4, 5,	7	339.00

LANE COUNTY—Continued.

*Township 17, Range 1—Continued.*

	Section	Acres
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4, 5; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	487.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	480.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	560.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ; Lot 1,	17	399.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	19	40.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	40.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 3, 4,	25	110.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	126.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	35	521.00

*Township 18, Range 1.*

All,	1	682.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	454.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	627.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	361.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	520.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	520.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	40.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	280.00



## LANE COUNTY—Continued.

*Township 18, Range 1—Continued.*

	Section	Acres
All,	23	640.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	40.00

*Township 19, Range 1.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	567.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	80.00
SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	240.00

*Township 20, Range 1.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	600.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	242.00
All,	5	618.00
All,	7	768.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	400.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	480.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
Lots 7 to 12, inclusive; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	353.00
N $\frac{1}{2}$ ,	35	320.00

LANE COUNTY—Continued.

*Township 21, Range 1.*

	Section	Acres
Lots 2 to 7, inclusive, 11, 12, 13, 14,	5	348.00
Lots 1 to 10, inclusive, 15, 16,	7	470.00
W $\frac{1}{2}$ of S W $\frac{1}{4}$ ,	9	80.00
Lots 1, 7, 9, 13,	17	156.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 6,	19	151.00
Lots 3, 4, 6, 7, 8, 10, 11, 12,	29	314.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	520.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	280.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	520.00

*Township 22, Range 1.*

Lot 4,	1	47.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	320.00
Lots 1, 17,	7	55.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	320.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	13	80.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 6, 7, 8, 10, 11,	15	603.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 4,	17	201.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	40.00
Lots 1, 2, 7, 8, 9, 10, 11,	21	241.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	560.00
All,	25	640.00

## LANE COUNTY—Continued.

*Township 22, Range 1—Continued*

	Section	Acres
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	240.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	80.00
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 20,	31	740.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	40.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	320.00

*Township 23, Range 1.*

N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	1	492.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	240.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	440.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 6, 9, 10, 11, 12, 15, 16,	7	635.00
All,	9	640.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	160.00
All,	13	640.00
All,	17	640.00
Lots 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 19, 20,	19	463.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	1,065.00
All,	33	640.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	35	480.00

## LANE COUNTY—Continued.

*Township 24, Range 1.*

	Section	Acres
Lots 1, 2, 3, 4; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	1	198.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	518.00
NE $\frac{1}{4}$ ,	7	160.00

*Township 15, Range 2.*

All,	23	640.00
All,	25	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	400.00

*Township 16, Range 2.*

All,	7	659.00
All,	17	640.00
All,	19	659.00
All,	21	640.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	40.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lots 5, 6; SE $\frac{1}{4}$ ,	25	268.00
NW $\frac{1}{4}$ ,	27	160.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	560.00
All,	31	655.00
W $\frac{1}{2}$ ; Lots 1, 2, 3,	33	367.00

*Township 17, Range 2.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	5	171.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3,	7	618.00
Lots 1, 2, 3, 5, 9; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	13	216.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 1, 2,	15	316.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	23	40.00



## LANE COUNTY—Continued.

*Township 18, Range 2.*

	Section	Acres
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; S W $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	1	271.00
Lot 9,	15	20.00

*Township 19, Range 2.*

S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	120.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 4,	19	100.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lots 3, 4,	21	67.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	400.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	520.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	320.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	29	400.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	205.00
All,	33	640.00
All,	35	640.00

*Township 20, Range 2.*

All,	1	592.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5,	3	526.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	11	120.00
All,	13	628.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	360.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	608.00

## LANE COUNTY—Continued.

*Township 20, Range 2—Continued.*

	Section	Acres
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	320.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	600.00
W $\frac{1}{2}$ ,	25	320.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	360.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	29	480.00
Lots 6, 7, 9; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	193.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	33	40.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	600.00

*Township 21, Range 2.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	561.00
SW $\frac{1}{4}$ of S W $\frac{1}{4}$ ,	3	40.00
Lots 1, 2, 3; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	211.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	202.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	600.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lot 1,	13	103.00
All,	15	640.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ;		

## LANE COUNTY—Continued.

*Township 21, Range 2—Continued.*

	Section	Acres
N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	480.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	40.00
All,	21	640.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	40.00
All,	25	640.00
All,	27	651.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	576.00
All,	33	640.00
All,	35	640.00

*Township 22, Range 2.*

All,	1	856.00
SE $\frac{1}{4}$ ; Lots 1 to 11, inclusive	3	631.00
Lots 1, 2, 4, 8,	5	166.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	120.00
W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	120.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	360.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	240.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	280.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	120.00
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	29	160.00

## LANE COUNTY—Continued.

*Township 22, Range 2—Continued.*

	Section	Acres
All,	31	641.00
All,	33	640.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	240.00

*Township 23, Range 2.*

S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 2, 3, 4,	1	388.00
All,	3	520.00
All,	5	525.00
All,	7	541.00
All,	9	640.00
All,	11	640.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	400.00
All,	15	640.00
All,	17	640.00
All,	19	545.00
All,	21	640.00
All,	23	640.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	80.00
All,	27	640.00
All,	29	640.00
N $\frac{1}{2}$ ,	33	320.00
N $\frac{1}{2}$ ,	35	320.00

*Township 16, Range 3.*

Lots 3, 4, 5,	9	12.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	560.00



## LANE COUNTY—Continued.

*Township 17, Range 3.*

	Section	Acres
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	80.00
Lot 4,	5	18.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	11	80.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	13	40.00

*Township 19, Range 3.*

W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	376.00
Lot 3,	35	3.00

*Township 20, Range 3.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	199.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	292.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	40.00
Lot 4,	13	39.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	17	480.00
Lot 1,	19	12.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	117.00

*Township 21, Range 3.*

W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	241.00
Lot 1,	9	20.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	240.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	280.00

## LANE COUNTY—Continued.

*Township 21, Range 3—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	320.00
Lot 5; S $\frac{1}{2}$ ,	17	343.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	19	480.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	600.00
All,	25	640.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	27	560.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lot 2,	29	298.00
All,	31	654.00
Lot 1,	33	19.00
All,	35	640.00

*Township 22, Range 3.*

W $\frac{1}{2}$ ,	1	333.00
All,	3	641.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	576.00
All,	9	640.00
All,	11	640.00
All,	15	640.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	80.00
Lot 2; W $\frac{1}{2}$ ,	19	383.00
All,	21	640.00
All,	23	640.00
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	417.00
All,	27	640.00

## LANE COUNTY—Continued.

*Township 22, Range 3—Continued.*

	Section	Acres
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	160.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ;		
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	502.00
All,	33	649.00
All,	35	650.00

*Township 23, Range 3.*

All,	1	645.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of		
SW $\frac{1}{4}$ ,	3	240.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ,	5	199.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	9	403.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 6, 7,	11	122.00
All,	13	640.00
All,	15	640.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	17	280.00
All,	23	640.00

*Township 18, Range 4.*

Lot 5,	19	20.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	120.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	33	120.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	35	80.00

*Township 19, Range 4.*

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW		
$\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	282.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	160.00

## LANE COUNTY—Continued.

*Township 19, Range 4—Continued.*

	Section	Acres
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	362.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	520.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	11	40.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	120.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	160.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	320.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	200.00
All,	21	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	200.00
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	480.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	560.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	520.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N W $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	31	81.00
All,	33	640.00
NW $\frac{1}{4}$ ,	35	160.00

*Township 20, Range 4.*

W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	558.00
All,	3	637.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of		



## LANE COUNTY—Continued.

*Township 20, Range 4—Continued.*

	Section	Acres
SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	238.00
Lots 1, 2, 3,	7	11.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	480.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	11	240.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	320.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	400.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 2,	19	425.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	520.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	23	80.00
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	280.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	29	480.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; Lot 2,	31	229.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	320.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	280.00

*Township 21, Range 4.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N W $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	1	120.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	3	365.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	5	236.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	560.00
All,	25	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	35	400.00

## LANE COUNTY—Continued.

*Township 22, Range 4.*

	Section	Acres
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	480.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	11	480.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	600.00
SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	23	240.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	25	480.00

*Township 23, Range 4.*

NE $\frac{1}{4}$ ,	1	160.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	40.00

*Township 16, Range 5.*

NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	268.00
Lots 4, 5, 6,	27	12.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lot 8,	29	65.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	31	40.00
Lot 2,	33	13.00

*Township 17, Range 5.*

Lots 2, 3,	27	1.00
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*Township 18, Range 5.*

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	40.00
Lot 4,	13	11.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	15	40.00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	23	120.00

## LANE COUNTY—Continued.

*Township 18, Range 5—Continued.*

	Section	Acres
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	25	40.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	40.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	29	40.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	33	80.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 4, 5, 6,	35	180.00

*Township 19, Range 5.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	481.00
All,	5	630.00
All,	7	641.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	360.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	200.00
Lot 7,	13	2.00
W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	240.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	600.00
All,	19	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	560.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	280.00
All,	29	640.00
All,	31	645.00
All,	33	640.00

## LANE COUNTY—Continued.

*Township 20, Range 5.*

	Section	Acres
All,	3	635.00
All,	5	644.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	525.00
All,	9	640.00
W $\frac{1}{2}$ ; Lots 2, 3, 4, 5,	11	412.00
Lots 1, 6; W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	419.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	560.00
All,	19	648.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	360.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	360.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	560.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	480.00
All,	31	647.00
All,	33	640.00
All,	35	640.00

*Township 21, Range 5.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	600.00
Lots, 2, 3, 4,	3	122.00
Lot 1,	5	41.00



## LANE COUNTY—Continued.

*Township 15, Range 6.*

	Section	Acres
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	7	481.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	15	280.00
All,	17	640.00
All,	19	644.00
All,	21	640.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	23	80.00
All,	27	640.00
All,	29	640.00
All,	31	637.00
All,	33	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	200.00

*Township 16, Range 6.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	1	366.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	483.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	496.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	534.00
All,	9	640.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	400.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	360.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	440.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	440.00

## LANE COUNTY—Continued.

*Township 16, Range 6—Continued.*

	Section	Acres
All,	19	664.00
NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	200.00
All,	23	640.00
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	80.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	320.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	600.00
All,	31	654.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	33	240.00
All,	35	640.00

*Township 17, Range 6.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 2, 3, 4,	1	402.00
SW $\frac{1}{4}$ ,	3	160.00
N $\frac{1}{2}$ ,	5	326.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	202.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	360.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	480.00
Lots 2, 3,	13	36.00
N $\frac{1}{2}$ ,	15	320.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 2,	17	278.00
Lots 2, 3; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	391.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of		

## LANE COUNTY—Continued.

*Township 17, Range 6—Continued.*

	Section	Acres
SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	240.00
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 4, 5, 6,	23	106.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 2, 3, 4, 5, 6, 7,	29	258.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	31	365.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	200.00

*Township 18, Range 6.*

W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lot 7,	1	115.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	570.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	5	668.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	584.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	280.00
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	440.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	13	280.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	160.00
All,	17	640.00
All,	19	665.00
All,	21	640.00
Lots 3, 4; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	23	248.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ;		

## LANE COUNTY—Continued.

*Township 18, Range 6—Continued.*

	Section	Acres
SE $\frac{1}{4}$ ,	25	600.00
All,	27	640.00
All,	29	640.00
All,	31	665.00
All,	33	646.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	525.00

*Township 19, Range 6.*

All,	1	639.00
All,	3	637.00
All,	5	644.00
All,	7	638.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	560.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ;		
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	520.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	640.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.00
All,	33	640.00
All,	35	640.00



## LANE COUNTY—Continued.

*Township 20, Range 6.*

	Section	Acres
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	564.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	607.00
All,	5	640.00
All,	7	636.00
All,	9	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	11	480.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	360.00
All,	21	640.00
All,	23	640.00
N $\frac{1}{2}$ ,	25	320.00

*Township 15, Range 7.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 2, 3,	7	315.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	9	480.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	11	480.00
All,	13	612.00
All,	15	640.00
All,	17	640.00
All,	19	633.00
All,	21	640.00

## LANE COUNTY—Continued.

*Township 15, Range 7—Continued.*

	Section	Acres
All,	23	640.00
All,	25	639.00
All,	27	640.00
All,	29	640.00
All,	31	758.00
NW $\frac{1}{4}$ ; Lots 1 to 12, inclusive,	33	549.00
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 2,	35	366.00

*Township 16, Range 7.*

All,	1	614.00
S $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	3	513.00
SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4,	5	388.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	377.00
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	280.00
All,	13	640.00
Lots 1 to 12, inclusive,	15	562.00
S $\frac{1}{2}$ ,	19	329.00
All,	21	774.00
All,	23	628.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	489.00
All,	33	753.00
All,	35	627.00

## LANE COUNTY—Continued.

*Township 17, Range 7.*

	Section	Acres
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	1	480.00
All,	3	640.00
All,	5	617.00
All,	7	642.00
All,	9	640.00
All,	11	640.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	360.00
All,	15	640.00
All,	17	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	19	362.00
All,	21	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	240.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	480.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	280.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	29	400.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	31	482.00
All,	33	640.00
All,	35	640.00

*Township 18, Range 7.*

All,	1	696.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	3	533.00
N $\frac{1}{2}$ ,	7	313.00
All,	9	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	480.00
All,	13	640.00

## LANE COUNTY—Continued.

*Township 18, Range 7—Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
All,	19	633.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	638.00
All,	33	640.00
All,	35	640.00

*Township 19, Range 7.*

All,	1	641.00
All,	3	646.00
Lots 1, 4; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	402.00
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	7	391.00
All,	9	630.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
NE $\frac{1}{4}$ ; Lot 1,	19	182.00
Lots 1, 2, 6, 7, 8, 9, 10, 11, 12; 15; 16;	21	428.00
All,	23	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	160.00
All,	27	640.00
All,	35	640.00



## LANE COUNTY—Continued.

*Township 20, Range 7.*

	Section	Acres
All,	1	727.00
All,	3	746.00
All,	11	640.00
N $\frac{1}{2}$ ,	13	320.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	15	80.00

*Township 15; Range 8.*

S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	7	468.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	400.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	11	480.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	622.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	627.00
All,	33	640.00
All,	35	640.00

*Township 16, Range 8.*

All,	1	656.00
All,	3	681.00
All,	5	729.00
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4,	7	456.00

## LANE COUNTY—Continued.

*Township 16, Range 8—Continued.*

	Section	Acres
All,	9	640.00
All,	11	640.00
All,	13	656.00
All,	15	651.00
All,	17	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3,	19	303.00
All,	21	640.00
All,	23	640.00
All,	25	659.00
All,	27	656.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		
S $\frac{1}{2}$ ,	29	600.00
E $\frac{1}{2}$ ,	31	320.00
All,	33	640.00
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	360.00

*Township 17, Range 8.*

All,	1	644.00
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ;		
SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	485.00
All,	5	646.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ;		
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	480.00
All,	11	640.00
All,	13	640.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	17	480.00
All,	21	640.00

## LANE COUNTY—Continued.

## Township 17, Range 8—Continued.

	Section	Acres
All,	23	640.00
All,	25	640.00
All,	27	640.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ,	33	160.00
All,	35	640.00

## Township 18, Range 8.

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	281.00
All,	3	642.00
All,	9	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	600.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	400.00
N $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	440.00
W $\frac{1}{2}$ ; NE $\frac{1}{4}$ ,	17	480.00
All,	19	636.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	520.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	400.00
All,	25	640.00
All,	27	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	560.00
All,	31	640.00
All,	33	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	600.00

## LANE COUNTY—Continued.

*Township 19, Range 8.*

	Section	Acres
All,	1	844.00
Lots 10, 11; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	160.00
All,	5	785.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	240.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	320.00

*Township 15, Range 9.*

E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	440.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	25	480.00

*Township 18, Range 9.*

SE $\frac{1}{4}$ ,	23	160.00
All,	25	640.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	80.00
All,	35	640.00

*Township 19, Range 9.*

	Section	Acres
SW $\frac{1}{4}$ ; Lots 1 to 11, inclusive,	1	585.00
Lots 1, 2, 3, 4; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	353.00

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Total, Lane County, 299,606.00



## DOUGLAS COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 23, Range 1.*

	Section	Acres
SW $\frac{1}{4}$ ,	35	160.00

*Township 24, Range 1.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	440.00
All,	3	640.60
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	120.00
Lots 1 to 20, inclusive; SE $\frac{1}{4}$ ,	7	913.08
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
Lots 1 to 20, inclusive; E $\frac{1}{2}$ ,	19	1,144.45
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
Lots 1 to 20, inclusive; E $\frac{1}{2}$ ,	31	1,198.15
All,	33	640.00
All,	35	640.00

*Township 25, Range 1.*

All,	1	641.84
All,	3	642.48
All,	5	643.68
Lots 1 to 20, inclusive; E $\frac{1}{2}$ ,	7	1,085.04
All,	9	640.00

## DOUGLAS COUNTY—Continued.

*Township 25, Range 1—Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
Lots 11, 12, 13, 14, 16, 17, 18, 19, 20; SE $\frac{1}{4}$ ,	19	511.61
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
Lots 1 to 20, inclusive; E $\frac{1}{2}$ ,	31	1,088.60
All,	33	640.00
All,	35	640.00

*Township 30, Range 1.*

All,	1	639.52
All,	7	639.58
NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	400.00
All,	11	640.00
All,	13	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	600.00
All,	17	640.00
All,	19	641.12
All,	21	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.26

## DOUGLAS COUNTY—Continued.

*Township 30, Range 1—Continued.*

	Section	Acres
All,	33	640.00
All,	35	640.00
<i>Township 31, Range 1.</i>		
All,	5	633.62
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ;		
N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	392.48
SW $\frac{1}{4}$ ,	17	160.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		
S $\frac{1}{2}$ ,	19	595.71
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	21	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ;		
S $\frac{1}{2}$ ,	29	600.00
All,	31	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$	33	440.00

*Township 32, Range 1.*

Lots 1, 2, 3, 4, 5, 6, 12,	1	199.80
Lots 1 to 16, inclusive; S $\frac{1}{2}$ ,	3	872.86
Lots 1 to 12, inclusive; S $\frac{1}{2}$ ,	5	825.02
All,	7	616.64
All,	9	640.00
W $\frac{1}{2}$ ,	11	320.00
All,	15	640.00
All,	17	640.00
N $\frac{1}{2}$ ,	19	306.71
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	21	40.00

*Township 23, Range 2.*

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	200.00
S $\frac{1}{2}$ ,	35	320.00

## DOUGLAS COUNTY—Continued.

*Township 24, Range 2.*

	Section	Acres
All,	1	638.40
All,	3	639.40
All,	11	640.00
All,	13	640.00
E $\frac{1}{2}$ ,	15	320.00
All,	23	640.00
All,	25	640.00
All,	33	638.68
All,	35	640.00

*Township 25, Range 2.*

Lots 1 to 20, inclusive; S $\frac{1}{2}$ ,	1	1,036.32
Lots 1 to 20 inclusive; S $\frac{1}{2}$ ,	3	1,065.48
Lots 1 to 20, inclusive; S $\frac{1}{2}$ ,	5	1,067.60
All,	7	510.56
All,	9	640.00
SW $\frac{1}{4}$ ,	11	160.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	120.00
All,	15	640.00
All,	17	640.00
All,	19	533.12
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	612.37



## DOUGLAS COUNTY—Continued.

*Township 25, Range 2—Continued.*

	Section	Acres
All,	33	617.48
All,	35	626.04

*Township 26, Range 2.*

All,	1	642.84
All,	3	638.84
All,	5	635.18
All,	7	636.80
All,	9	640.00
All,	11	640.00
All,	13	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	600.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	440.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	23	600.00
All,	25	640.00
SE $\frac{1}{4}$ ,	35	160.00

*Township 27, Range 2.*

All,	1	647.60
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	488.82
All,	5	649.34
NW $\frac{1}{4}$ ,	7	156.80

## DOUGLAS COUNTY—Continued.

*Township 30, Range 2.*

	Section	Acres
All,	13	640.00
S $\frac{1}{2}$ ,	15	320.00
E $\frac{1}{2}$ ,	21	320.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	520.00
All,	35	640.00

*Township 31, Range 2.*

W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	361.35
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	3	201.06
SW $\frac{1}{4}$ ,	9	160.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	520.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	520.00
SE $\frac{1}{4}$ ,	15	160.00
All,	23	640.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	25	480.00

*Township 24, Range 3.*

W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	5	408.34
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		

## DOUGLAS COUNTY—Continued.

*Township 24, Range 3—Continued.*

	Section	Acres
All,	7	633.00
W $\frac{1}{2}$ of W $\frac{1}{2}$	9	160.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	200.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	160.00
W $\frac{1}{2}$ ,	19	317.28
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	120.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	40.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	321.23

*Township 25, Range 3.*

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	3	157.18
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	80.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	7	510.52
NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	200.00
All,	13	640.00
W $\frac{1}{2}$ ,	17	320.00
All,	19	630.51
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	480.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	197.99
All,	33	640.00
All,	35	640.00

## DOUGLAS COUNTY—Continued.

*Township 26, Range 3.*

	Section	Acres
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S		
$\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	521.54
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	3	233.98
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	200.00
S $\frac{1}{2}$ ,	11	323.32
All,	13	643.60
All,	15	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	120.00
All,	23	640.00
All,	25	640.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	440.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	120.00
All,	35	640.00

*Township 27, Range 3.*

N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	554.44
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	401.42
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	561.90
All,	9	648.00
Lots 4, 5, 6, 9, 11, 12, 13, 14, 15, 16,	11	407.79
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	635.20
All,	21	640.00
E $\frac{1}{2}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ,	23	480.00



## DOUGLAS COUNTY—Continued.

*Township 27, Range 3—Continued.*

	Section	Acres
All,	25	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	520.00
All,	29	640.00
All,	31	637.99
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	35	440.00

*Township 28, Range 3.*

	Section	Acres
NW $\frac{1}{4}$ ,	19	152.80
SW $\frac{1}{4}$ ,	31	160.00

*Township 29, Range 3.*

All,	1	631.89
All,	3	591.12
All,	5	572.88
All,	7	606.56
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16,	9	616.11
All,	11	640.00
All,	13	640.00
Lots 1, 2, 3, 5, 6, 7, 9, 10, 11, 13, 15, 16,	15	492.03
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	480.00
All,	23	640.00
All,	25	640.00
All,	27	624.48

## DOUGLAS COUNTY—Continued.

*Township 29, Range 3—Continued.*

	Section	Acres
All,	29	640.00
All,	31	634.23
Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16,	33	490.22
All,	35	640.00

*Township 30, Range 3.*

Lots 1, 2, 3, 4; S $\frac{1}{2}$ ,	1	398.72
Lots 1, 2, 3, 4; S $\frac{1}{2}$ ,	3	401.00
Lots 1, 2, 5; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	5	251.34
Lots 1, 2, 3, 4, 5, 6; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	449.54
All,	9	625.20
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	401.63
All,	21	640.00
All,	23	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	480.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	400.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	29	343.88
All,	31	598.74
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	493.56
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	495.80

## DOUGLAS COUNTY—Continued.

*Township 31, Range 3.*

	Section	Acres
All,	1	799.73
All,	3	806.20
All,	5	814.78
All,	7	654.84
All,	9	610.26
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	657.28
All,	21	609.09
All,	23	640.00
All,	25	640.00
All,	27	640.00
All	29	640.00
Lots 1, 2, 3,	31	128.40
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	600.00
All,	35	640.00

*Township 32, Range 3.*

All,	3	640.00
All,	5	640.00
All,	7	644.18
All,	9	640.00
All,	11	640.00
All,	15	640.00
All,	17	640.00

## DOUGLAS COUNTY—Continued.

*Township 21, Range 4.*

	Section	Acres
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	400.00
All,	7	642.20
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	280.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	200.00
SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	240.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	600.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	80.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	204.04
E $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	400.00
NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	35	240.00

*Township 22, Range 4.*

SW $\frac{1}{4}$ ,	3	160.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	316.24
All,	7	677.44
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	480.00
W $\frac{1}{2}$ of W $\frac{1}{2}$ ,	11	160.00
All,	15	640.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	80.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	21	560.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	23	320.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	27	240.00



## DOUGLAS COUNTY—Continued.

*Township 22, Range 4—Continued.*

	Section	Acres
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	29	200.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	31	99.60
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	80.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	560.00

*Township 23, Range 4.*

NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	1	440.62
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	3	160.06
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	239.52
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	320.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	160.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	520.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	40.00
All,	17	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	366.69
All,	23	640.00
All,	27	640.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	29	200.00
S $\frac{1}{2}$ ,	33	320.00
All,	35	647.75

## DOUGLAS COUNTY—Continued.

*Township 24, Range 4.*

	Section	Acres
All,	1	651.91
All,	3	636.40
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 3, 4, 5, 6, 7,	5	307.53
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	600.00
All,	11	641.32
All,	13	636.52
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 4, 5,	15	198.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 4,	23	94.50
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	25	520.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	360.00
SE $\frac{1}{4}$ ,	33	160.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	35	360.00

*Township 25, Range 4.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	366.26
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	40.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	240.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; Lots 3, 5,	17	329.34
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	319.79
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	80.00

## DOUGLAS COUNTY—Continued.

*Township 25, Range 4—Continued.*

	Section	Acres
All,	23	640.00
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	480.00
All,	27	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	29	440.00
All,	35	640.00

*Township 26, Range 4.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	3	80.80
Lot 5,	7	46.83
Lots 9, 10,	17	11.56
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	40.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	40.00

*Township 27, Range 4.*

Lots 3, 4; W $\frac{1}{2}$ of W $\frac{1}{2}$ ,	1	217.42
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lot 2,	7	43.96
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	200.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	13	480.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	80.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	200.00
All,	25	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 2,	29	294.14

DOUGLAS COUNTY—Continued.

*Township 27, Range 4—Continued.*

	Section	Acres
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 8,	31	96.50
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	33	120.00
SW $\frac{1}{4}$ ,	35	160.00

*Township 28, Range 4.*

All,	1	658.36
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ; Lot 1,	3	524.04
Lots 1, 2, 3, 4; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	286.52
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 1, 2; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	360.80
All,	9	640.00
All,	11	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	510.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5,	15	602.20
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	480.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	19	481.13
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	620.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	60.00
All,	25	640.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	330.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	320.00



## DOUGLAS COUNTY—Continued.

*Township 28, Range 4—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	480.32
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	33	480.00
All,	35	640.00

*Township 29, Range 4.*

S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6,	1	527.51
Lots 1 to 16, inclusive,	3	721.38
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 3, 4,	5	196.14
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	319.12
Lots 1 to 16, inclusive,	9	612.64
All,	11	650.64
All,	13	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	560.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1 to 10, inclusive,	17	493.94
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 3,	19	358.60
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 3, 4, 5, 6,	21	268.05
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lot 4,	23	249.74
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	25	400.00
All,	27	640.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	29	240.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Frac- tional W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	248.80

## DOUGLAS COUNTY—Continued.

*Township 29, Range 4—Continued*

	Section	Acres
All,	33	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	600.00

*Township 30, Range 4.*

Lots 1, 4, 9,	1	64.00
Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, 14, 15,	3	510.41
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15,		
16,	5	635.58
Lots 1, 2, 7, 8,	7	113.19
Lots 2, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16,	11	433.49
Lots 1, 2, 3, 4, 5, 6,	13	223.20
Lots 1, 2, 7, 8, 9, 15, 16,	15	267.45
Lots 10, 11, 14, 15,	17	118.94
Lots 7, 8, 9, 10, 11, 14, 15, 16,	19	303.56
Lots 2, 3, 4, 6, 15,	21	199.08
Lots 13, 14, 15, 16,	23	161.95
Lots 1, 2, 4, 5, 7, 8,	25	143.05
All,	27	640.00
All,	29	625.27
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6	31	369.36
N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	33	368.20
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; Lots 1, 2, 3, 4,		
5, 6,	35	357.61

*Township 31, Range 4.*

All,	1	825.16
All,	3	824.08
All,	5	811.08

## DOUGLAS COUNTY—Continued.

*Township 31, Range 4—Continued.*

	Section	Acres
All,	7	631.96
All,	9	622.88
All,	11	631.64
All,	13	640.00
All,	15	640.00
All,	17	620.00
All,	19	631.68
All,	21	627.56
All,	23	631.20
All,	25	640.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ;		
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	400.00
All,	29	613.55
All,	31	644.49
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$		
of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	240.00
All,	35	632.80

*Township 32, Range 4.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	400.00
N $\frac{1}{2}$ ; Lots 1, 2, 3, 4, 5, 6, 7, 8,	3	636.08
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	5	320.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 1,	7	239.40
All,	9	566.04
All,	11	638.92
All,	13	640.00
All,	15	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 1, 2, 3,	17	442.39

## DOUGLAS COUNTY—Continued.

*Township 32, Range 4—Continued.*

	Section	Acres
All,	19	475.30
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	500.00
All,	31	692.93
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 3, 4, 6, 7, 9, 10, 11, 13, 17,	33	406.13

*Township 33, Range 4.*

S $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4,	5	515.68
All,	7	632.96

*Township 21, Range 5.*

Lot 1; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	480.54
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	5	281.96
All,	7	646.20
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	320.00
All,	19	650.20
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	40.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of		



## DOUGLAS COUNTY—Continued.

*Township 21, Range 5—Continued.*

	Section	Acres
SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	320.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	27	120.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	29	120.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	33	80.00

*Township 22, Range 5.*

All,	1	633.99
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lots, 1, 2, 3; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ;		
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	396.37
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	205.40
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	338.31
All,	11	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	13	80.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	440.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	19	40.00
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	80.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	25	520.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ;		
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	27	397.66
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	80.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	40.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	33	240.00
N $\frac{1}{2}$ ; Lot 1,	35	340.36

*Township 23, Range 5.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	431.36
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## DOUGLAS COUNTY—Continued.

*Township 23, Range 5—Continued.*

	Section	Acres
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	353.75
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	240.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	17	80.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	546.70
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	40.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	160.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	31	40.00

*Township 24, Range 5.*

SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	3	80.00
Lot 5,	29	28.41
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	236.73
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	80.00

*Township 25, Range 5.*

NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	240.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	17	160.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	120.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	480.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	560.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	29	80.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	35	120.00

*Township 27, Range 5.*

S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	80.00
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## DOUGLAS COUNTY—Continued.

*Township 28, Range 5.*

	Section	Acres
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	480.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	23	280.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	520.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	27	80.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	29	80.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	408.32
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	120.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	560.00

*Township 29, Range 5.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	362.66
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	5	120.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ;	9	320.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	240.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	15	160.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	240.00
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	400.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	25	360.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 1,	29	199.53
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	31	418.72
E $\frac{1}{2}$ of E $\frac{1}{2}$ ,	35	160.00

DOUGLAS COUNTY—Continued.

*Township 30, Range 5.*

	Section	Acres
All,	1	654.10
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	623.36
Lots 1, 2, 3, 4; SE $\frac{1}{4}$ ,	9	311.20
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;	11	600.00
S $\frac{1}{2}$ ,	13	308.50
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ;	15	440.00
Lots 1, 3,	17	370.63
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	192.75
N $\frac{1}{2}$ ; Lots 4, 5,	21	49.20
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 1,	25	80.00
5, 6,	27	.57
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lot 1,	29	217.32
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	40.00
Lot 7,	35	520.00
Lot 1; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ;		
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,		
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,		
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,		

*Township 31, Range 5.*

All,	1	645.38
All,	3	715.22
E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ;		
S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ;		
$\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ of SE		



## DOUGLAS COUNTY—Continued.

*Township 31, Range 5—Continued.*

	Section	Acres
$\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	320.00
All,	7	638.66
All,	9	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	520.00
All,	13	640.00
All,	15	640.00
All,	17	664.32
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	35	640.00

*Township 32, Range 5.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	600.00
E $\frac{1}{2}$ ,	3	319.60
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	600.00
NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	200.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	400.00
All,	17	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	19	165.86
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	440.00
N $\frac{1}{2}$ ,	25	320.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	240.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	160.00

## DOUGLAS COUNTY—Continued.

*Township 32, Range 5—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	35	230.00

*Township 33, Range 5.*

E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	483.89
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	398.94
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	5	487.32
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 1, 2, 3,	11	332.43
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	13	240.00

*Township 20, Range 6.*

SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	282.58
S $\frac{1}{2}$ ,	25	320.00
All,	27	640.00
All,	29	640.00
All,	31	643.01
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	560.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	560.00

*Township 21, Range 6.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	606.40
All,	3	680.00
All,	5	729.02
All,	7	584.80
All,	9	640.00

## DOUGLAS COUNTY—Continued.

*Township 21, Range 6—Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	601.80
All,	21	640.00
All,	23	640.00
W $\frac{1}{2}$ ,	25	316.64
All,	27	640.00
All,	29	640.00
All,	31	616.38
All,	33	640.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	35	240.00

*Township 22, Range 6.*NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of SW  $\frac{1}{4}$ ; Lots

5, 6, 7,	1	167.74
All,	5	643.84
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	7	265.04
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	11	80.00
Lots 3, 4; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	205.72
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ; Lot 3,	17	390.72
All,	19	633.25
All,	21	640.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	320.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	25	80.00
All,	27	640.00

## DOUGLAS COUNTY—Continued.

*Township 22, Range 6—Continued.*

	Section	Acres
All,	29	633.96
All,	31	664.80
All,	33	694.58
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	320.00

*Township 23, Range 6.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	280.83
All,	3	637.60
All,	5	655.56
All,	7	601.60
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	622.88
All,	21	640.00
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	560.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	520.00
All,	27	640.00
All,	29	640.00
All,	31	633.48
All,	33	640.00
All,	35	640.00



## DOUGLAS COUNTY—Continued.

*Township 24, Range 6.*

	Section	Acres
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	120.00
All,	3	640.80
All,	5	635.40
All,	7	654.72
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	600.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	13	120.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	15	80.00
All,	17	640.00
Lots 2, 3, 4; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ ,	19	370.44
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	120.00
W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	360.00
All,	31	653.26
E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	400.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	35	240.00

*Township 25, Range 6.*

NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	404.65
NW $\frac{1}{4}$ ,	5	165.33
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	404.09
Lot 10,	15	2.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	80.00

## DOUGLAS COUNTY—Continued.

*Township 25, Range 6—Continued.*

	Section	Acres
Lots 2, 3,	21	1.20
Lots 1, 2, 3; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	25	324.75
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	40.00

*Township 26, Range 6.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	361.44
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	40.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 3, 4, 5, 6,	7	267.20
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ , NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 2,	9	280.00
	17	445.86

*Township 27, Range 6.*

Lots 3, 4; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	96.27
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	267.24

*Township 28, Range 6.*

S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	25	240.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	120.00
Lot 9,	33	21.50
Lot 4,	35	5.60

*Township 29, Range 6.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	1	120.54
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 4, 5, 6, 7, All,	3	223.55
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$	5	645.80

## DOUGLAS COUNTY—Continued.

*Township 29, Range 6—Continued.*

	Section	Acres
$\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	416.38
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6, 7,	9	446.91
SW $\frac{1}{4}$ ; Lot 4,	11	195.32
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	600.00
NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; Lot 3,	15	345.18
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 5,	17	309.80
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	292.87
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4, 5, 6, 7, 8,	21	492.05
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	520.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	400.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	560.00
NE $\frac{1}{4}$ ,	29	160.00
E $\frac{1}{2}$ ,	33	320.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	240.00

*Township 30, Range 6.*

E $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	1	464.55
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	470.39

## DOUGLAS COUNTY—Continued.

*Township 30, Range 6—Continued.*

	Section	Acres
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	5	476.67
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	622.30
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	9	480.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	400.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	120.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	495.20
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	21	440.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	40.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 5, N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	111.82
	29	320.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	31	131.90
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	35	40.00

*Township 31, Range 6.*

All,	1	646.02
All,	3	651.62
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	526.24
All,	7	665.76
All,	9	640.00



## DOUGLAS COUNTY—Continued.

*Township 31, Range 6—Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	666.34
All,	21	640.00
All,	23	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	520.00
S $\frac{1}{2}$ ,	27	320.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	160.00
All,	31	664.00
S $\frac{1}{2}$ ,	33	320.00

*Township 32, Range 6.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	394.14
All,	5	636.80
NW $\frac{1}{4}$ ,	13	160.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	360.00
E $\frac{1}{2}$ ,	17	320.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 1, 2, 3, 4,	19	244.48
All,	21	640.00
NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	240.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	80.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	200.00
All,	29	640.00
Lot 1,	35	15.42

## DOUGLAS COUNTY—Continued.

*Township 33, Range 6.*

	Section	Acres
N $\frac{1}{2}$ ,	1	321.20
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	200.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	80.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{2}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	605.84
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	40.00

*Township 19, Range 7.*

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 4,	19	143.02
Lots 3, 4, 5, 13, 14,	21	197.06
All,	29	640.00
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	31	418.82
All,	33	631.60

*Township 20, Range 7.*

All,	5	773.98
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	7	371.98
All,	9	640.00
S $\frac{1}{2}$ ,	13	320.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	560.00
All,	17	640.00
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	19	395.20
All,	21	640.00
All,	23	640.00
All,	25	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	27	480.00
All,	29	640.00
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	31	423.58
All,	33	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	480.00

## DOUGLAS COUNTY—Continued.

*Township 21, Range 7.*

	Section	Acres
All,	1	789.60
All,	3	785.83
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1 to 12, inclusive,	5	630.81
All,	7	600.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	610.60
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	629.98
All,	33	640.00
All,	35	640.00

*Township 22, Range 7.*

All,	1	668.38
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1 to 7, inclusive,	3	661.32
All,	5	645.13
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW		

## DOUGLAS COUNTY—Continued.

*Township 22, Range 7—Continued.*

	Section	Acres
$\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ;		
Lots 1, 3, 4,	7	470.67
All,	9	631.97
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	480.00
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW		
$\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ;		
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	440.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	360.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	17	120.00
Lots 8, 9,	19	29.93
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW		
$\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	600.00
All,	25	582.56
All,	27	640.00
Lots 1, 2, 3,	31	17.52
Lots 1, 2, 7, 8; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of		
SE $\frac{1}{4}$ ,	35	293.14

*Township 23, Range 7.*

S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ; Lots 1, 2, 3,	1	656.40
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	281.26
Lots 2, 3,	7	49.10
Lots 7, 8,	9	41.70
Lots 4, 16,	11	76.13
All,	13	640.00
Lots 4, 5, 6; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	137.00
W $\frac{1}{2}$ of W $\frac{1}{2}$ ; Lots 1, 2, 3, 4, 5, 6,	17	358.97



## DOUGLAS COUNTY—Continued.

*Township 23, Range 7—Continued.*

	Section	Acres
Lots 6, 7, 8, 9; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$		
$\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	239.06
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE		
$\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE		
$\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 3, 4,	21	352.95
Lots 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,		
15, 16,	23	526.07
All,	25	640.00
Lots 5, 6, 7, 8, 10, 11,	27	133.17
S $\frac{1}{2}$ ,	31	320.00
Lot 3; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	118.20
Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16,	35	482.95

*Township 24, Range 7.*

Lots 1, 4; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW		
$\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	235.67
Lots 9, 10, 11, 12,	3	146.05
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	280.00
All,	7	661.52
Lots 1 to 12, inclusive, 14, 15, 16,	9	608.91
Lots 3, 4, 9; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ;		
SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	386.32
Lots 1, 2, 3, 6, 7, 8; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	206.76
Lots 4, 5, 6, 7, 8, 9, 10, 11, 12; W $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ,	15	390.59
Lots 1, 2, 3, 4, 5, 6; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$		
of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ ,	17	600.60

## DOUGLAS COUNTY—Continued.

*Township 24, Range 7—Continued.*

	Section	Acres
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	566.76
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 4, 5, 7, 11,	21	188.88
All,	23	639.52
All,	25	640.00
All,	27	609.96
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ;		
Lots 4, 5,	29	322.60
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	162.03
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$		
of S $\frac{1}{2}$ ; Lots 1, 3, 4, 5, 6, 7,	33	494.56
All,	35	640.00

*Township 25, Range 7.*

All,	1	659.68
All,	3	649.96
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	355.40
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 7, 8, 11,	7	384.54
NE $\frac{1}{4}$ ; Lots 1, 2, 3, 4,	9	238.40
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	560.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ;		
SW $\frac{1}{4}$ ,	13	440.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$		
of SE $\frac{1}{4}$ ; Lot 3,	15	213.33
All,	17	625.36
All,	19	640.64
Lots 5, 6; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of		
SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	21	327.74

## DOUGLAS COUNTY—Continued.

*Township 25, Range 7—Continued.*

	Section	Acres
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	160.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lot 6,	27	356.30
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	29	400.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	400.00
Lots 1, 2, 3, 4, 5, 6, 7; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	491.74

*Township 26, Range 7.*

Lot 6,	3	4.90
All,	5	643.04
All,	7	646.02
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	560.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	120.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	15	80.00
All,	17	640.00
All,	19	644.32
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	520.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	27	80.00
All,	29	640.00
All,	31	636.00
W $\frac{1}{2}$ ,	33	320.00

*Township 27, Range 7.*

NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	278.72
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## DOUGLAS COUNTY—Continued.

*Township 27, Range 7—Continued.*

	Section	Acres
All,	7	633.60
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	280.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	17	480.00
All,	19	639.90
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	160.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	560.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	31	82.48
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	320.00

*Township 29, Range 7.*

All,	1	639.40
Lot 1; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	229.81
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	162.28
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lots 1, 4, 5,	9	458.67
All,	11	640.00
All,	13	640.00
All,	15	640.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	200.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	617.30
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	280.00



## DOUGLAS COUNTY—Continued.

*Township 29, Range 7—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ;		
Lots 1, 2, 3, 4, 5, 6, 7,	27	598.68
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	240.00
All,	31	664.41
All,	33	640.00

*Township 30, Range 7.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	420.07
All,	3	643.08
Lots 1, 2, 4; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	339.11
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	521.99
All,	9	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	11	440.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	13	480.00
All,	15	688.23
All,	17	640.00
All,	19	680.71
All,	21	640.00
All,	25	640.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	520.00
All,	29	640.00
All,	31	681.60
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	440.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	600.00

## DOUGLAS COUNTY—Continued.

*Township 31, Range 7.*

	Section	Acres
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	605.69
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	560.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	400.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	603.52
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	369.20
All,	11	649.20
All,	13	640.00
All,	15	640.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	580.00
All,	19	636.40
All,	21	640.00
All,	23	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	440.00
All,	27	640.00
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	480.00

## DOUGLAS COUNTY—Continued.

*Township 31, Range 7—Continued.*

	Section	Acres
All,	31	647.68
All,	33	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	400.00

*Township 32, Range 7.*

All,	1	653.76
All,	3	657.52
N $\frac{1}{2}$ ,	5	328.48
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	324.33
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	480.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 2, 3, 4,	19	537.58
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	560.00
All,	23	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	560.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	400.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	600.00
All,	31	642.40

## DOUGLAS COUNTY—Continued.

*Township 32, Range 7—Continued.*

	Section	Acres
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	260.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	35	560.00

*Township 33, Range 7.*

Lots 3, 4; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	1	564.56
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	320.00
All,	11	640.00
N $\frac{1}{2}$ ,	13	320.00

*Township 19, Range 8.*

All,	7	777.16
W $\frac{1}{2}$ ,	9	320.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	40.00
All,	15	640.00
All,	17	640.00
All,	19	776.80
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00



## DOUGLAS COUNTY—Continued.

*Township 19, Range 8—Continued.*

	Section	Acres
All,	29	640.00
All,	31	779.58
All,	33	640.00
All,	35	640.00

*Township 20, Range 8.*

All,	1	640.39
All,	3	639.20
All,	5	639.30
All,	7	788.39
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	80.00
E $\frac{1}{2}$ ; Lots 1, 6, 7, 8, 9, 10, 11, 12,	19	634.05
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	778.59
All,	33	640.00
All,	35	640.00

*Township 21, Range 8.*

All,	1	637.99
All,	3	634.60

## DOUGLAS COUNTY—Continued.

*Township 21, Range 8—Continued.*

	Section	Acres
All,	5	635.76
All,	7	789.80
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	793.60
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	797.04
All,	33	640.00
All,	35	640.00

*Township 22, Range 8.*

All,	1	724.92
Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 14, 15,	3	462.44
Lots 2, 3, 4, 5, 6, 9, 10; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ , N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 3, 6, 7, 8, 9, 10, 11,	5	257.06
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 9, 10, 11, 12, 16,	7	301.60
Lots 1, 2, 3, 7, 8, 9, 10, 11, 14, 15 16	9	180.79
Lots 9, 10,	11	463.50
	15	25.30

## DOUGLAS COUNTY—Continued.

*Township 22, Range 8—Continued.*

	Section	Acres
Lots 1, 2, 3; N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	566.77
All,	19	679.45
Lots 7, 14,	21	2.42
Lots 8, 9, 10, 11,	23	11.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	240.00
Lots 2 to 12, inclusive,	27	459.65
W $\frac{1}{2}$ of W $\frac{1}{2}$ ; Lots 1, 2, 3,	29	206.89
All,	31	692.69
Lot 1; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	395.20

*Township 23, Range 8.*

Lots 7, 9,	1	5.30
Lots 1, 2, 3; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	3	613.67
All,	5	669.48
E $\frac{1}{2}$ ; Lots 7, 10, 11, 12,	7	473.41
All,	9	640.00
Lots 1, 5, 7; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	376.36
Lots 2, 3, 4; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	13	604.39
All,	15	640.00
All,	17	640.00
All,	19	772.00
All,	21	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	520.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW		

## DOUGLAS COUNTY—Continued.

*Township 23, Range 8—Continued.*

	Section	Acres
$\frac{1}{4}$ ; S $\frac{1}{2}$ of SE ,	25	320.00
All,	27	640.00
All,	29	640.00
All,	31	775.98
All,	33	640.00
All,	35	640.20

*Township 24, Range 8.*

All,	1	653.74
All,	3	650.46
All,	5	644.94
Lots 1, 2, 3, 4; E $\frac{1}{2}$ ,	7	484.38
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
Lots 1, 2, 3, 4; E $\frac{1}{2}$ ,	19	490.40
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
Lots 1, 2, 3, 4; E $\frac{1}{2}$ ,	31	493.18
All,	33	640.00
All,	35	641.92

*Township 25, Range 8.*

All,	1	636.80
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## DOUGLAS COUNTY—Continued.

*Township 25, Range 8—Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	33	640.00
All,	35	640.00

*Township 26, Range 8.*SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of NW  $\frac{1}{4}$ ; SW  $\frac{1}{4}$ ;NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ; Lots

3, 4,	1	477.75
All,	3	639.92
All,	5	642.40
All,	7	640.80
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	641.04
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.92

## DOUGLAS COUNTY—Continued.

*Township 26, Range 8—Continued.*

	Section	Acres
All,	33	640.00
All,	35	640.00

*Township 27, Range 8.*

All,	1	633.84
All,	3	639.80
All,	5	639.68
All,	7	639.36
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	639.68
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	639.60
All,	33	640.00
All,	35	640.00

*Township 29, Range 8.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	440.00
SE $\frac{1}{4}$ ,	15	160.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	40.00

## DOUGLAS COUNTY—Continued.

*Township 29, Range 8—Continued.*

	Section	Acres
All	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	400.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	31	607.73
All,	33	640.00
All,	35	640.00

*Township 30, Range 8.*

All,	1	606.20
All,	3	622.63
All,	5	644.72
All,	7	700.44
All,	9	640.00
All,	11	640.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	13	480.00
All,	15	640.00
All,	17	640.00
All,	19	704.00
All,	21	640.00
All,	23	640.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	25	480.00
All,	27	640.00
All,	29	640.00
All,	31	707.74
All,	33	640.00
All,	35	640.00

## DOUGLAS COUNTY—Continued.

*Township 31, Range 8.*

	Section	Acres
All,	1	639.96
All,	5	606.01
All,	7	744.84
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	751.84
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	743.20
All,	33	640.00
All,	35	640.00

*Township 32, Range 8.*N  $\frac{1}{2}$ ; SW  $\frac{1}{4}$ ; N  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ; SW  $\frac{1}{4}$  of

SE $\frac{1}{4}$ ,	1	600.80
All,	3	645.41
All,	5	653.08
All,	7	631.62
All,	9	640.00
All,	11	640.00
All,	13	640.00



## DOUGLAS COUNTY—Continued.

*Township 32, Range 8—Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
All,	19	637.79
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	31	80.00
All,	33	640.00
All,	35	640.00

*Township 19, Range 9.*

All,	9	640.00
All,	11	640.00
All,	13	800.80
All,	15	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	520.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	19	480.00
All,	21	640.00
All,	23	640.00
All,	25	800.00
All,	27	640.00
All,	29	640.00
All,	31	640.00
All,	33	640.00
All,	35	640.00

## DOUGLAS COUNTY—Continued.

*Township 20, Range 9.*

	Section	Acres
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1 to 14, inclusive,	1	717.47
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	360.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; Lots 1 to 12, inclusive .....	13	712.38
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	360.00
All,	17	640.00
All,	19	640.00
W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	360.00
All,	23	640.00
NW $\frac{1}{4}$ ; Lots 1 to 12, inclusive,	25	628.92
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	27	280.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	29	80.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lot 2,	31	239.19
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	240.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	35	520.00

*Township 21, Range 9.*

All,	1	906.19
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 15, 16,	3	472.08
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	240.00
All,	7	828.40

## DOUGLAS COUNTY—Continued.

*Township 21, Range 9—Continued.*

	Section	Acres
All,	9	898.36
All,	11	640.00
All,	13	657.20
All,	15	640.00
All,	17	640.00
All,	19	645.88
All,	21	640.00
All,	23	640.00
All,	25	650.55
All,	27	640.00
All,	29	640.00
All,	31	642.78
All,	33	640.00
All,	35	640.00

*Township 22, Range 9.*

All,	1	626.33
All,	3	629.94
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6, 9, 10,	5	468.86
Lots 6 to 16, inclusive,	7	525.88
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lots 3, 4, 5, 6, 7, 8, 9,	9	569.60
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	560.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 5, 6,	13	149.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 8, 9, 15	15	160.31

## DOUGLAS COUNTY—Continued.

*Township 22, Range 9—Continued.*

	Section	Acres
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 7, 17	17	112.20
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3,	19	328.25
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 4, 5, 6,	21	328.44
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	560.00
All,	25	640.00
All,	27	610.56
All,	29	593.44
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	31	481.76
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	440.00
All,	35	678.38

*Township 23, Range 9.*

All,	1	640.60
Lot 4; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	5	520.40
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 5, 6, 7, 10, 11, 12, 13, 14, 15, 17, 18,	7	492.51
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	40.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	11	40.00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 9, 10, 16, 17, 18,	13	233.02
SW $\frac{1}{4}$ ,	17	160.00
S $\frac{1}{2}$ ,	19	317.55
E $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	21	380.52
NW $\frac{1}{4}$ ,	23	160.00



## DOUGLAS COUNTY—Continued.

*Township 23, Range 9—Continued.*

	Section	Acres
All,	25	640.00
All,	27	640.00
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5,		
6,	29	334.67
All,	31	633.56
All,	33	654.40
All,	35	643.84

*Township 24, Range 9.*

All,	1	635.88
All,	3	629.89
All,	5	638.96
All,	11	640.00
All,	13	640.00
All,	23	640.00
All,	25	640.00
All,	35	640.00

*Township 26, Range 9.*

All,	1	654.28
All,	3	653.20
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	35	640.00

## DOUGLAS COUNTY—Continued.

*Township 29, Range 9.*

	Section	Acres
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	40.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	320.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	520.00
All,	27	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	560.00

*Township 30, Range 9.*

All,	3	630.22
All,	5	626.32
All,	7	650.12
All,	9	640.00
All,	13	640.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	17	480.00
All,	19	652.78
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	655.64
All,	33	640.00
All,	35	640.00

*Township 31, Range 9.*

All,	1	561.84
All,	3	567.00

## DOUGLAS COUNTY—Continued.

## Township 31, Range 9—Continued.

	Section	Acres
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ .	5	402.44
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lot 1,	7	200.33
All.	9	640.00
All.	11	640.00
E $\frac{1}{2}$ of E $\frac{1}{4}$ ; W $\frac{1}{2}$ .	13	480.00
All.	15	640.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ .	17	320.00
All.	21	640.00
All.	23	640.00
All.	25	640.00
All.	27	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ .	29	480.00
All.	33	640.00

## Township 18, Range 10.

SE $\frac{1}{4}$ .	25	160.00
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## Township 20, Range 10.

All.	1	702.98
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ .	11	400.00
All.	13	640.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ .	23	320.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ .	25	200.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ .	27	280.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots 1, 2, 3, 4.	35	961.32

## DOUGLAS COUNTY—Continued.

*Township 21, Range 10.*

	Section	Acres
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	120.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	560.00
NE $\frac{1}{4}$ ,	21	160.00

*Township 22, Range 10.*

All,	1	745.76
S $\frac{1}{2}$ ; Lots 1 to 12, inclusive,	3	745.00
All,	9	640.00
All,	11	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lot 6,	13	356.66
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 11, 12, 13, 14, 15,	15	401.07
All,	21	594.28
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 5 to 11, inclusive,	23	494.56
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	240.00
All,	27	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	33	480.00
Lots 1, 2, 3, 4; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	479.20

*Township 23, Range 10.*

All,	1	952.09
Lot 1; SE $\frac{1}{4}$ ,	11	164.42



## DOUGLAS COUNTY—Continued.

*Township 23, Range 10—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ,	13	160.00
All,	23	640.00
All,	35	640.00
Total, Douglas County,		616,843.14

## COOS COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 26, Range 9.*

	Section	Acres
All,	5	647.00
All,	7	612.00
All,	9	640.00
All,	17	640.00
All,	19	614.00
All,	21	640.00
All,	29	640.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	31	507.00
All,	33	640.00

*Township 27, Range 9.*

All,	1	664.00
All,	3	672.00
All,	5	684.00
N $\frac{1}{2}$ ,	7	322.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	641.36
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00

## COOS COUNTY—Continued.

*Township 27, Range 9—Continued.*

	Section	Acres
All,	31	641.00
All,	33	640.00
All,	35	640.00

*Township 24, Range 10.*

All,	1	623.00
All,	3	587.00
Lot 1; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	145.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
E $\frac{1}{2}$ ,	17	320.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
E $\frac{1}{2}$ ,	29	320.00
All,	33	640.00
All,	35	640.00

*Township 25, Range 10.*

All,	1	637.00
All,	3	634.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	597.00
E $\frac{1}{2}$ ,	7	320.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of		

## COOS COUNTY—Continued.

*Township 25, Range 10—Continued.*

	Section	Acres
SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	400.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	17	480.00
All,	19	821.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	27	520.00
All,	29	640.00
All,	31	834.00
All,	33	640.00
All,	35	640.00

*Township 26, Range 10.*

All,	1	681.00
All,	3	683.00
All,	5	678.00
All,	7	690.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	687.00
N $\frac{1}{2}$ ,	21	320.00



## COOS COUNTY—Continued.

*Township 26, Range 10—Continued.*

	Section	Acres
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	692.00
All,	33	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	35	480.00

*Township 27, Range 10.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	240.00
All,	3	644.00
All,	5	640.00
All,	7	717.00
N $\frac{1}{2}$ ,	9	320.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	744.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	777.00
All,	33	640.00
All,	35	640.00

## COOS COUNTY—Continued.

*Township 29, Range 10.*

	Section	Acres
Lots 6, 7, 10, 11,	7	160.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	21	640.00
N $\frac{1}{2}$ ,	23	320.00
NE $\frac{1}{4}$ ,	25	160.00
NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	280.00
All,	29	640.00
All,	31	781.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	33	200.00
SW $\frac{1}{4}$ ,	35	160.00

*Township 30, Range 10.*

All,	1	625.00
Lots 1, 2; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	3	313.00
All,	5	621.00
All,	7	798.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	560.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	11	440.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	200.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	120.00
All,	17	640.00
All,	19	801.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ ,	21	360.00

## COOS COUNTY—Continued.

*Township 30, Range 10—Continued.*

	Section	Acres
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	80.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	160.00
E $\frac{1}{2}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	520.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	29	440.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S E $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 6, 7,	31	519.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	560.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	35	520.00

*Township 31, Range 10.*

SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	160.00
Lots 1, 2; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	165.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	40.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12,	7	651.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	80.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	200.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	40.00
Lots 4, 5, 7, 8, 9,	19	206.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of		

## COOS COUNTY—Continued.

*Township 31, Range 10—Continued.*

	Section	Acres
SE $\frac{1}{4}$ ,	21	240.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	23	160.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	360.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	29	80.00
Lots 8, 11,	31	80.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	560.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	35	80.00

*Township 26, Range 11.*

Lots 1, 2; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	1	123.00
SE $\frac{1}{4}$ ,	23	160.00
All,	25	640.00
All,	35	640.00

*Township 27, Range 11.*

All,	13	672.00
Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16,	15	433.00
All,	23	616.00
All,	25	651.00
Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14,	27	452.00
All,	35	625.00

*Township 29, Range 11.*

All,	7	644.00
All,	9	645.00
Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 13		536.00



## COOS COUNTY—Continued.

*Township 29, Range 11—Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ (or Lot 4); NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	444.00
All,	21	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	360.00
Lots 1, 2, 5, 8, 9, 15, 16,	25	292.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	400.00
S $\frac{1}{2}$ ,	29	320.00
All,	31	633.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of S E $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	33	320.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	240.00

*Township 30, Range 11.*

E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	240.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	600.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	554.00
W $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	400.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	40.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	15	400.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$		

## COOS COUNTY—Continued.

*Township 30, Range 11—Continued.*

	Section	Acres
of NE $\frac{1}{4}$ ,	17	160.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	200.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	21	320.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	400.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	29	480.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	31	479.00
NW $\frac{1}{4}$ ,	33	160.00

*Township 31, Range 11.*

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	1	359.00
All,	3	641.00
Lot 1,	5	40.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	200.00
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	360.00
All,	11	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	13	160.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	440.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	19	280.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	21	320.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	600.00

## COOS COUNTY—Continued.

*Township 31, Range 11—Continued.*

	Section	Acres
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	240.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	160.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	400.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	33	120.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	35	120.00

*Township 28, Range 12.*

NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	400.00
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*Township 29, Range 12.*

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	40.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	80.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	360.00
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	80.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	23	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	240.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	80.00
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	29	40.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	240.00

## COOS COUNTY—Continued.

*Township 30, Range 12.*

	Section	Acres
All,	1	652.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	240.00
Lot 6,	5	2.00
NW $\frac{1}{4}$ ,	7	160.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	9	40.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	11	400.00
N $\frac{1}{2}$ ,	13	320.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	40.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	200.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	29	480.00
Lots 2, 3, 4; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	243.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	35	80.00

*Township 31, Range 12.*

Lots 1, 2, 5; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	3	146.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	439.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	356.00
SW $\frac{1}{4}$ of N W $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	80.00
Lots 2, 3,	11	52.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lots 10, 11, 12, 14, 15, 16, 17, 18, 19,	13	110.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	320.00



## COOS COUNTY—Continued.

*Township 31, Range 12—Continued.*

	Section	Acres
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	440.00
All,	21	640.00
Lots 2, 3, 4, 6, 9, 10, 11, 12, 13, 14, 15, 16,	23	485.00
Lots 4, 5, 12,	25	126.00
All,	27	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N E $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	33	120.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	400.00

*Township 30, Range 13.*

N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	280.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	160.00

*Township 31, Range 13.*

Lots 1, 2, 3, 4; SE $\frac{1}{4}$ ,	1	318.00
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Total, Coos County,		106,563.36
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## CURRY COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 34, Range 11.*

	Section	Acres
All,	3	618.05
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	518.40
All,	9	540.77
All,	11	640.00
All,	15	640.00
SE $\frac{1}{4}$ of N E $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lots 1, 4, 5, 7,	17	384.07
All,	19	571.38
All,	31	607.81

*Township 35, Range 11.*

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 7, 8, 9, 10, 11, 12,		
13,	7	455.78
All,	17	640.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 1, 2,	19	147.07
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 5,	29	268.70

*Township 31, Range 12.*

N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	356.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	240.00

*Township 35, Range 12.*

E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 4, 5, 6,	13	136.61
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## CURRY COUNTY—Continued.

*Township 31, Range 13.*

	Section	Acres
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	11	120.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	280.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	520.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	160.00
Total, Curry County,		<hr/> 7,844.64

## JOSEPHINE COUNTY.

*South of Base Line and West of Willamette Meridian.**Township 33, Range 5.*

	Section	Acres
W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	3	240.00
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	5	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	338.68
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	500.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 4, 5,	11	140.15
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	400.00
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N W $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	15	310.00
All,	17	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 8,	19	352.81
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 1, 3,	21	314.13



## JOSEPHINE COUNTY—Continued.

*Township 33, Range 5—Continued.*

	Section	Acres
All,	23	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	620.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	596.09
All,	31	593.82
All,	35	640.00

*Township 34, Range 5.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	407.20
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	5	126.38
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	240.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	340.00
All,	19	612.00
All,	21	640.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	29	380.00
SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	224.76
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	480.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	560.00

*Township 35, Range 5.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	1	622.50
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## JOSEPHINE COUNTY—Continued.

*Township 35, Range 5—Continued.*

	Section	Acres
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$	3	479.98
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	439.52
All,	7	651.81
All,	9	640.00
All,	11	666.76
All,	13	640.00
All,	15	664.20
All,	17	645.61
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	481.39
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	580.34
All,	23	640.00
All,	25	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	400.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of		

## JOSEPHINE COUNTY—Continued.

*Township 35, Range 5—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	570.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ;		
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	360.20
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW		
$\frac{1}{4}$ ,	33	624.36
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	560.00

*Township 36, Range 5.*

All,	1	638.40
All,	3	637.92
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$		
of NE $\frac{1}{4}$ ,	5	160.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW		
$\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	122.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	9	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$		
of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	200.00
All,	13	640.00
N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	15	20.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	80.00
Lot 8; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	21	150.80
Lot 8; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	78.58
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	120.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ;		
N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	404.14
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	80.00

## JOSEPHINE COUNTY—Continued.

*Township 37, Range 5.*

	Section	Acres
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	598.23
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	477.63
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	7	500.74
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	580.00
All,	13	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	610.00
All,	17	640.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	129.84
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	80.00
All,	23	640.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	25	150.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	27	80.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	480.00
All,	31	657.20
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	160.00

*Township 38, Range 5.*

All,	3	647.40
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## JOSEPHINE COUNTY—Continued.

*Township 38, Range 5—Continued.*

	Section	Acres
All,	9	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	200.00
E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	280.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	280.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	260.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	160.00
All,	29	640.00
All,	31	658.60
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	280.00
E $\frac{1}{2}$ ,	35	320.00

*Township 39, Range 5.*

All,	1	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	412.38
All,	9	640.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of		

## JOSEPHINE COUNTY—Continued.

*Township 39, Range 5—Continued.*

	Section	Acres
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	11	360.00
All,	13	640.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	480.00
All,	17	640.00
All,	19	654.12
All,	21	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	600.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	634.64
All,	33	615.62
All,	35	618.02

*Township 33, Range 6.*

SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	280.00
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	9	160.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	160.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	360.00
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	360.00
All,	17	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	593.48
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of		

## JOSEPHINE COUNTY—Continued.

*Township 33, Range 6—Continued.*

	Section	Acres
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	21	360.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	320.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	200.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	522.92
All,	29	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	31	120.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	520.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	280.00

*Township 34, Range 6.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	402.64
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	3	364.65
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	7	394.04
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	40.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	11	200.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	13	521.71
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	15	400.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	17	360.00
All,	19	634.60
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	320.00
E $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	23	400.00

## JOSEPHINE COUNTY—Continued.

*Township 34, Range 6—Continued.*

	Section	Acres
All,	25	640.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	29	360.00
All,	31	636.40
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	360.00
Lots 1, 2, 5,	35	95.47

*Township 35, Range 6.*

E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	573.98
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	371.10
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	5	320.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	7	517.22
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	400.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	320.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	520.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	15	400.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	80.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	439.94



## JOSEPHINE COUNTY—Continued.

*Township 35, Range 6—Continued.*

	Section	Acres
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	200.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	23	80.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	120.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	480.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	29	480.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	443.96
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	480.00

*Township 36, Range 6.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	560.14
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	561.88
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	521.08
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	310.90
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	11	200.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	17	240.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lots 5, 10, 11,	21	277.07
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	400.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	520.00

## JOSEPHINE COUNTY—Continued.

*Township 36, Range 6—Continued.*

	Section	Acres
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	240.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	31	114.64
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	280.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	35	80.00

*Township 37, Range 6.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	319.16
E $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	3	398.30
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	160.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	301.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	600.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	280.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	13	200.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	15	480.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	120.00
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	480.00

## JOSEPHINE COUNTY—Continued.

*Township 37, Range 6—Continued.*

	Section	Acres
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	520.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	440.00
All,	35	640.00

*Township 38, Range 6.*

All,	1	742.40
All,	3	732.48
All,	5	732.44
All,	7	644.92
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	643.08
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	645.36
All,	33	640.00
All,	35	640.00

## JOSEPHINE COUNTY—Continued.

*Township 39, Range 6.*

	Section	Acres
All,	1	656.00
All,	3	679.40
Lots 1, 2, 3, 4,	5	197.60
S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	7	181.15
All,	9	640.00
All,	11	640.00
All,	13	636.72
All,	15	640.00
All,	17	640.00
All,	19	726.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	729.28
All,	33	640.00
All,	35	640.00

*Township 33, Range 7.*

S $\frac{1}{2}$ ,	13	320.00
All,	15	640.00
All,	21	640.00
All,	23	640.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	600.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of		



## JOSEPHINE COUNTY—Continued.

*Township 33, Range 7—Continued.*

	Section	Acres
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	360.00
All,	29	640.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	399.20
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	360.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE		
$\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	520.00

*Township 34, Range 7.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of		
E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	1	493.05
All,	3	648.80
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	568.10
All,	7	652.92
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	19	561.33
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	632.60

## JOSEPHINE COUNTY—Continued.

*Township 34, Range 7—Continued.*

	Section	Acres
All,	33	640.00
All,	35	640.00

*Township 35, Range 7.*

All,	1	666.63
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	621.88
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 7, 9; N $\frac{1}{2}$ of Lot 8,	5	422.36
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	519.20
All,	9	632.24
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	400.00
N $\frac{1}{2}$ ,	13	320.00
All,	15	640.00
All,	17	640.00
All,	19	640.28
All,	21	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 8,	25	138.80
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	27	560.00
All,	29	640.00
All,	31	641.99
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	600.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; Lots 1, 8, 9,	35	283.27

## JOSEPHINE COUNTY—Continued.

*Township 36, Range 7.*

	Section	Acres
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	1	439.99
Lots 3, 6, 7, 8; W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	153.12
Lots 11, 12,	13	4.72
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	23	200.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	360.00

*Township 37, Range 7.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	240.10
All,	3	640.72
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	607.04
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	561.41
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	560.00
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	440.00
All,	13	660.48
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	568.92
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	360.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	19	561.16
All,	21	640.40
All,	23	640.00
All,	27	640.00

## JOSEPHINE COUNTY—Continued.

*Township 37, Range 7—Continued.*

	Section	Acres
All,	29	640.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	439.54
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	600.00
All,	35	640.00

*Township 38, Range 7.*

All,	3	641.56
All,	5	643.92
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 4,	7	313.48
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5,	9	241.13
All,	11	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lots 2, 3, 4; S $\frac{1}{2}$ ,	13	432.86
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	400.00
Lots 1, 2, 5; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	298.41
W $\frac{1}{2}$ ; Lots 1, 2, 3, 4, 5, 6, 7, 8,	19	443.23
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	360.00
All,	27	640.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	29	120.00
All,	31	649.26

*Township 39, Range 7.*

NW $\frac{1}{4}$ ,	19	166.83
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	320.00



## JOSEPHINE COUNTY—Continued.

*Township 39, Range 7—Continued.*

	Section	Acres
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	27	480.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	29	200.00

*Township 40, Range 7.*

N $\frac{1}{2}$ ,	3	319.01
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	150.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 2,	7	245.91
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	480.00

*Township 32, Range 8.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	560.42
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*Township 37, Range 8.*

All,	1	681.64
All,	3	677.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	351.80
All,	7	630.40
All,	9	640.00
All,	11	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	600.00
All,	15	640.00
All,	17	640.00
All,	19	633.20
All,	21	640.00

## JOSEPHINE COUNTY—Continued.

*Township 37, Range 8—Continued.*

	Section	Acres
All,	23	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	320.00
All,	27	629.64
All,	29	640.00
All,	31	630.41
All,	33	640.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	160.00

*Township 38, Range 8.*

S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	80.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	3	403.73
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	440.00
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	440.00
W $\frac{1}{2}$ of W $\frac{1}{2}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	240.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	320.00
All,	25	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	27	560.00
Lot 1,	33	29.72
All,	35	640.00

*Township 39, Range 8.*

All,	1	641.52
All,	3	645.28
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	5	486.20

## JOSEPHINE COUNTY—Continued.

*Township 39, Range 8—Continued.*

	Section	Acres
All,	7	614.84
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 5, 6,	9	80.02
All,	11	640.00
All,	13	640.00
SE $\frac{1}{4}$ of N E $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	15	200.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	17	480.00
All,	19	618.02
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	400.00
N $\frac{1}{2}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	120.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	27	240.00
All,	29	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	31	502.26
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	33	480.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 6, 7, 8, 9, 10,	35	148.68

*Township 40, Range 8.*

SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 7, 8, 9,	1	131.25
All,	3	640.70
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6,		

## JOSEPHINE COUNTY—Continued.

*Township 40, Range 8—Continued.*

	Section	Acres
7,	5	338.03
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ;		
Lots 1, 2, 3, 4, 5,	7	536.12
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ;		
W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of		
SE $\frac{1}{4}$ ,	9	600.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of		
SW $\frac{1}{4}$ ,	11	280.00
Lot 3; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	129.77
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ of		
NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	360.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	17	520.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of		
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	140.00
S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ;		
Lots 1, 7,	23	221.64

*Township 40, Range 9.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of		
SE $\frac{1}{4}$ ; Lot 1,	1	630.76
NE $\frac{1}{4}$ ,	13	160.00

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Total, Josephine County,		167,480.98
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## JACKSON COUNTY.

*South of Base Line and East of Willamette Meridian.**Township 32, Range 1.*

	Section	Acres
All,	3	641.80
All,	5	637.88
All,	7	675.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	674.28
All,	21	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	360.00
All,	25	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	400.00
All,	29	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	31	168.17
NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	360.00
All,	35	640.00

*Township 33, Range 1.*

All,	1	639.40
All,	3	641.28
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE		

## JACKSON COUNTY—Continued.

*Township 33, Range 1—Continued.*

	Section	Acres
$\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	477.42
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	446.63
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	560.00
All,	11	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$	13	440.00
All,	15	640.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$	17	360.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	607.58
All,	21	640.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	23	520.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	560.00
All,	29	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	561.47
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	480.00
All,	35	640.00

*Township 34, Range 1.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	479.35
All,	5	636.54
All,	7	637.48
All,	9	640.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	480.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	320.00

## JACKSON COUNTY—Continued.

*Township 34, Range 1—Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
All,	19	636.20
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	440.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	520.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	440.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	440.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	29	520.00
All,	31	640.44
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	480.00
All,	35	640.00

*Township 35, Range 1.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	440.04
All,	3	643.60
All,	5	642.86
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	565.80
All,	9	640.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; NE $\frac{1}{4}$		

## JACKSON COUNTY—Continued.

*Township 35, Range 1—Continued.*

	Section	Acres
of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	320.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	560.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	15	440.00
All,	17	640.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	363.20
All,	21	640.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	400.00
All,	25	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	600.00
NE $\frac{1}{4}$ ,	29	160.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lot 2,	31	77.74
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	440.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	600.00

*Township 36, Range 1.*

E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	1	399.94
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	240.69
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	5	79.44
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; Lot 3,	7	102.08
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	9	320.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	160.00



## JACKSON COUNTY—Continued.

*Township 36, Range 1—Continued.*

	Section	Acres
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	80.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	15	200.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	480.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	21	560.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	600.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	560.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	440.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	240.00
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	440.00
All,	35	640.00

*Township 37, Range 1.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	359.26
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	3	359.31
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	320.19
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	7	240.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$		

## JACKSON COUNTY—Continued.

*Township 37, Range 1—Continued.*

	Section	Acres
of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	320.00
All,	11	640.00
All,	13	640.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	80.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	17	480.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	19	288.06
E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	440.00
NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$	25	320.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	320.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	246.19
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	280.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	440.00

*Township 38, Range 1.*

NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	319.11
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	3	79.08
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW		

## JACKSON COUNTY—Continued.

*Township 38, Range 1—Continued.*

	Section	Acres
$\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	318.83
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	280.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	13	480.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	80.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	31	43.32

*Township 39, Range 1.*

W $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	7	80.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	120.63
All,	19	642.40
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	460.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	40.00
NE $\frac{1}{4}$ ,	27	160.00

*Township 40, Range 1.*

Lot 3,	1	37.27
All,	19	682.12
All,	21	640.00
All,	27	640.00
All,	29	640.00
All,	31	687.20

*Township 41, Range 1.*

All,	1	640.76
Lot 1,	13	38.20

## JACKSON COUNTY—Continued.

*Township 32, Range 2.*

	Section	Acres
All,	19	633.38
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	480.00
All,	31	629.44
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	33	440.00

*Township 33, Range 2.*

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	1	40.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	602.68
All,	5	644.70
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	314.40
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	480.00
S $\frac{1}{2}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	11	400.00
All,	13	640.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	600.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	280.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	320.28
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	360.00
All,	23	640.00
All,	25	640.00



## JACKSON COUNTY—Continued.

*Township 33, Range 2—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	600.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ ,	29	200.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 3, 4, 5, 6, 7,	31	531.07
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	236.07
All,	35	625.00

*Township 34, Range 2.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	5	364.22
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	121.10
All,	9	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	400.00
All,	19	640.58
All,	21	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	360.00
SW $\frac{1}{4}$ ,	31	159.78
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	200.00
All,	35	640.00

## JACKSON COUNTY—Continued.

*Township 35, Range 2.*

	Section	Acres
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	584.35
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ,	3	469.74
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	477.60
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	120.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	600.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	15	520.00
All,	17	640.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	19	475.09
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	520.00
All,	31	621.92
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	600.00
All,	35	640.00

*Township 36, Range 2.*

All,	1	640.96
All,	3	642.52
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	280.89
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	319.50

## JACKSON COUNTY—Continued.

*Township 36, Range 2—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	560.00
All,	11	640.00
All,	13	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	440.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	17	160.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	120.05
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	40.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	400.00
All,	25	640.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	29	240.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	601.26
All,	35	641.24

*Township 37, Range 2.*

All,	1	640.48
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	165.57
All,	5	653.92
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	479.41
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	9	440.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	11	200.00
S $\frac{1}{2}$ ,	13	320.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of		

## JACKSON COUNTY—Continued.

*Township 37, Range 2—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	360.00
All,	17	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; Lot 4,	19	521.06
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	480.00
All,	23	640.00
All,	25	640.00
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	520.00
All,	29	640.00
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	31	360.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	33	520.00
All,	35	640.00

*Township 38, Range 2.*

NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	479.23
All,	3	639.92
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	403.84
All,	7	641.03
All,	9	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	520.00
All,	13	640.00
All,	15	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	600.00
SW $\frac{1}{4}$ ,	19	161.28
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	160.00



## JACKSON COUNTY—Continued.

*Township 38, Range 2—Continued.*

	Section	Acres
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	23	160.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	320.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	27	240.00
SW $\frac{1}{4}$ ,	29	160.00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	120.00
E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	360.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	35	80.00

*Township 39, Range 2.*

W $\frac{1}{2}$ of E $\frac{1}{2}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	1	400.50
All,	3	641.86
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	5	40.00
Lot 8,	7	3.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	160.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	480.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	560.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of		

## JACKSON COUNTY—Continued.

*Township 39, Range 2—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	15	320.00
W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	21	120.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	320.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	280.00
Lot 1,	31	9.58
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	33	280.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	240.00

*Township 40, Range 2.*

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	320.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	80.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	520.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	297.12
S $\frac{1}{2}$ ,	19	318.20
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	23	80.00
All,	25	640.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 2, 3,	31	249.92

*Township 41, Range 2.*

All,	1	648.56
All,	3	642.52

## JACKSON COUNTY—Continued.

*Township 41, Range 2—Continued.*

	Section	Acres
All,	5	645.12
All,	7	648.00
All,	9	640.00
All,	11	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	13	85.86
N $\frac{1}{2}$ ,	15	181.70
N $\frac{1}{2}$ ,	17	248.26

*Township 33, Range 3.*

Lots 3, 4,	7	117.31
All,	19	715.52
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	560.00
All,	31	721.28
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	33	520.00

*Township 34, Range 3.*

W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	3	240.00
All,	5	562.79
All,	7	733.48
N $\frac{1}{2}$ ,	9	320.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	11	240.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	13	80.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		
N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	480.00
All,	19	734.58
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ;		
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	480.00
All,	23	640.00

## JACKSON COUNTY—Continued.

*Township 34, Range 3—Continued.*

	Section	Acres
All,	25	640.00
All,	27	640.00
All,	29	640.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9	31	631.06
All,	33	640.00
All,	35	640.00

*Township 35, Range 3.*

All,	1	628.92
N $\frac{1}{2}$ of N E $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	3	236.06
All,	5	631.26
SW $\frac{1}{4}$ ,	7	162.15
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	11	400.00
All,	13	640.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	240.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	280.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	403.36
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	240.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	360.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	25	240.00
S $\frac{1}{2}$ ,	27	320.00
SE $\frac{1}{4}$ ,	29	160.00
All,	31	637.28



## JACKSON COUNTY—Continued.

*Township 35, Range 3—Continued.*

	Section	Acres
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	600.00
All,	35	640.00

*Township 36, Range 3.*

All,	1	572.36
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	422.49
All,	5	596.20
All,	7	629.40
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	626.96
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	31	396.00
All,	33	640.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	480.00

## JACKSON COUNTY—Continued.

*Township 37, Range 3.*

	Section	Acres
All,	1	639.20
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	559.20
All,	5	636.21
All,	7	634.83
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	633.76
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	480.00
All,	23	640.00
All,	25	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	560.00
All,	29	640.00
All,	31	631.20
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	520.00
All,	35	640.00

*Township 38, Range 3.*

All,	1	640.38
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	561.88
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	563.50
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	556.31
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	9	480.00

## JACKSON COUNTY—Continued.

*Township 38, Range 3—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	600.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	600.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	15	240.00
All,	17	640.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	479.33
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	21	520.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	23	600.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	31	441.22
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	600.00
All,	35	640.00

*Township 39, Range 3.*

All,	1	640.16
All,	3	639.12
All,	5	646.50
All,	7	636.00
All,	9	640.00
All,	11	640.00
All,	13	640.00

## JACKSON COUNTY—Continued.

*Township 39, Range 3—Continued.*

	Section	Acres
S $\frac{1}{2}$ of N E $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	400.00
All,	17	640.00
All,	19	645.18
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	600.00
All,	23	640.00
All,	25	640.00
NW $\frac{1}{4}$ ,	27	160.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	360.00
All,	31	648.80
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	33	480.00
SE $\frac{1}{4}$ ,	35	160.00

*Township 40, Range 3.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	560.52
All,	3	641.98
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	241.53
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	596.38
All,	9	653.56
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	480.00
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	520.00
All,	15	640.00



## JACKSON COUNTY—Continued.

*Township 40, Range 3—Continued.*

	Section	Acres
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N W $\frac{1}{4}$ ; Lots		
1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12,	17	565.73
All,	19	707.22
All,	21	640.00
All,	23	640.00
All,	25	682.88
All,	27	640.00
All,	29	640.00
All,	31	686.81
All,	33	640.00
All,	35	640.00

*Township 41, Range 3.*

All,	1	643.60
All,	3	650.00
All,	11	640.00
Lots 1, 2, 3, 4,	13	53.84
Lots 1, 2, 3, 4,	15	66.38
Lots 1, 2, 3, 4,	17	69.66

*Township 37, Range 4.*

All,	7	617.20
All,	17	640.00
All,	19	619.24
All,	21	640.00
N $\frac{1}{2}$ ,	29	320.00

*Township 38, Range 4.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	1	480.66
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## JACKSON COUNTY—Continued.

*Township 38, Range 4.*—Continued.

	Section	Acres
All,	3	638.40
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	402.34
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	516.62
All,	9	640.00
All,	11	640.00
All,	15	640.00
All,	17	640.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	358.47
All,	21	640.00
All,	27	640.00
All,	29	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	31	279.81
All,	33	640.00
All,	35	640.00

*Township 39, Range 4.*

E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ ,	1	240.40
All,	3	632.04
All,	5	640.61
All,	7	638.98
All,	9	640.00

## JACKSON COUNTY—Continued.

*Township 39, Range 4—Continued.*

	Section	Acres
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	80.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	120.00
All,	15	640.00
All,	17	645.40
All,	19	641.60
All,	21	640.00
All,	23	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	27	360.00
All,	29	643.24
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	320.52
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	33	600.00

*Township 40, Range 4.*

NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	532.96
All,	7	562.62
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	280.00
All,	17	639.92
All,	19	566.04
All,	21	640.00
S $\frac{1}{2}$ ,	25	320.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	120.00
All,	29	640.00
All,	31	565.82
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	520.00
All,	35	640.00

## JACKSON COUNTY—Continued.

*Township 41, Range 4.*

	Section	Acres
All,	1	638.64
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	595.42
All,	5	637.12
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	7	521.28
All,	9	640.00
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	480.00
Lots 1, 2, 3, 4,	13	59.46
Lots 1, 2, 3, 4,	15	35.80
Lots 1, 2, 3, 4,	17	22.56

*South of Base Line and West of Willamette Meridian.**Township 32, Range 1.*

Lots 7, 8, 9, 10, 11, 13, 14, 15, 16; S $\frac{1}{2}$ ,	1	680.00
E $\frac{1}{2}$ ,	11	320.00
All,	13	640.00
S $\frac{1}{2}$ ,	19	306.21
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	600.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	615.80
All,	33	640.00
All,	35	640.00



## JACKSON COUNTY—Continued.

*Township 33, Range 1.*

	Section	Acres
All,	5	639.31
All,	7	644.16
All,	9	640.00
All,	17	640.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	599.67
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	560.00
All,	23	640.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	480.00
All,	27	640.00
All,	29	640.00
All,	31	639.20
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	480.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	35	440.00

*Township 34, Range 1.*

All,	1	638.86
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 7, 8, 9; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	3	320.23
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	5	158.54
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	7	402.15
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE		

## JACKSON COUNTY—Continued.

*Township 34, Range 1—Continued.*

	Section	Acres
$\frac{1}{4}$ ,	9	600.00
All,	11	640.00
All,	13	640.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Lots 1, 3,	15	274.88
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW		
$\frac{1}{4}$ ,	17	600.00
All,	19	650.60
W $\frac{1}{2}$ ; Lot 8,	21	356.37
All,	23	640.00
All,	25	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	27	520.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ;		
W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	520.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	284.20
All,	33	640.00

*Township 35, Range 1.*

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	120.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	3	40.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	5	40.02
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	80.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ;		
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	520.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	80.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	400.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of		
NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE		

## JACKSON COUNTY—Continued.

*Township 35, Range 1—Continued.*

	Section	Acres
$\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	360.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	120.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	21	40.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	40.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	25	40.00

*Township 36, Range 1.*

Lots 4, 5,	9	29.61
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	11	80.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	15	40.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	25	40.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	27	40.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	35	120.00

*Township 37, Range 1.*

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	40.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	600.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	600.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	240.00

*Township 38, Range 1.*

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	40.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lot 1, E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	21	147.04
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ;	29	240.00

## JACKSON COUNTY—Continued.

*Township 38, Range 1—Continued.*

	Section	Acres
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	452.09
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	33	160.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	120.00

*Township 39, Range 1.*

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	240.46
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	80.00
N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	120.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	7	638.48
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	520.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	320.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	13	40.00
All,	17	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	682.68
All,	21	640.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5, 6, 7, 11, 12, 13,	23	415.01
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	27	520.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	29	600.00
All,	31	722.68



## JACKSON COUNTY—Continued.

*Township 39, Range 1—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ , All,	33	560.00
	35	640.00

*Township 40, Range 1.*

All,		
All,	3	623.68
All,	5	635.60
All,	7	704.56
All,	11	640.00
All,	15	640.00
All,	17	640.00
All,	19	705.76
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	707.28
All,	33	640.00
	35	640.00

*Township 33, Range 2.*

Lots 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, All,	1	420.95
All,	3	636.80
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	634.64
All,	7	633.16
All,	9	640.00
	15	640.00

## JACKSON COUNTY—Continued.

*Township 33, Range 2—Continued.*

	Section	Acres
All,	17	640.00
All,	19	675.16
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	21	120.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	600.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	672.28
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	440.00
All,	35	640.00

*Township 34, Range 2.*

All,	1	636.76
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	3	551.88
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	560.79
All,	7	646.40
E $\frac{1}{2}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	9	400.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	480.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	13	600.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	600.00

## JACKSON COUNTY—Continued.

## Township 34, Range 2—Continued.

	Section	Acres
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	480.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	561.24
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	280.00
All,	23	640.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	25	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	480.00
N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	80.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	360.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	440.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	360.00

## Township 35, Range 2.

NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	1	199.64
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	398.77
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	120.00
E $\frac{1}{2}$ ,	7	320.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	400.00
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	80.00

## JACKSON COUNTY—Continued.

*Township 35, Range 2—Continued.*

	Section	Acres
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	17	480.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	19	120.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	200.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	40.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	25	40.00
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	120.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	560.00

*Township 36, Range 2.*

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	359.92
E $\frac{1}{2}$ ,	3	320.78
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of S W $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	5	360.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	360.51
W $\frac{1}{2}$ ,	9	320.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lot 4,	11	79.26
Lot 7,	13	23.39
Lots 9, 10,	15	22.88
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	19	224.51
Lots 4, 5, 6, 7,	21	123.29
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	40.00

*Township 37, Range 2.*

Lot 5; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	5	81.97
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## JACKSON COUNTY—Continued.

*Township 37, Range 2—Continued.*

	Section	Acres
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	7	413.06
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	200.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	31	60.00

*Township 38, Range 2.*

Lot 6; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	3	47.52
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	144.26
SE $\frac{1}{4}$ ,	17	160.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	326.23
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	240.00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	80.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	27	320.00
E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	440.00
All,	31	660.16
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	240.00

*Township 39, Range 2.*

N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	5	446.84
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ;		

## JACKSON COUNTY—Continued.

*Township 39, Range 2—Continued.*

	Section	Acres
S $\frac{1}{2}$ ,	7	630.94
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	9	440.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ , of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	580.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	19	246.54
All,	21	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	480.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	27	440.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	280.00
All,	31	668.42
All,	33	640.00

*Township 40, Range 2.*

All,	1	638.84
All,	3	640.99
All,	5	640.58
All,	7	647.42
All,	9	640.00
All,	11	640.00
All,	13	640.00

## JACKSON COUNTY—Continued.

*Township 40, Range 2—Continued.*

	Section	Acres
All,	15	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	17	560.00
All,	19	640.93
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	639.01
All,	33	640.00
All,	35	640.00

*Township 33, Range 3.*

All,	1	630.40
All,	3	627.68
All,	5	625.39
All,	7	624.64
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	626.35
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00

## JACKSON COUNTY—Continued.

*Township 33, Range 3—Continued.*

	Section	Acres
All,	29	640.00
All,	31	627.20
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	560.00
All,	35	640.00

*Township 34, Range 3.*

All,	1	641.80
All,	3	643.50
All,	5	644.42
All,	7	610.48
All,	9	640.00
All,	11	640.00
All,	13	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; S E $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	600.00
All,	17	640.00
All,	19	608.00
All,	21	640.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ ,	23	520.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	25	560.00
All,	27	640.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	440.00
All,	31	615.00



## JACKSON COUNTY—Continued.

*Township 34, Range 3—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	520.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	600.00

*Township 35, Range 3.*

N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	600.20
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	597.51
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	120.00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	275.40
All,	9	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	630.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	280.00
All,	15	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	580.00
All,	19	631.74
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	440.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	23	560.00
All,	27	640.00

## JACKSON COUNTY—Continued.

*Township 35, Range 3—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	420.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	557.02
E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	480.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	35	520.00

*Township 36, Range 3.*

W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	1	78.97
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4, 5,	3	438.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	314.76
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	7	564.97
All,	9	640.00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lot 3,	11	188.73
Lot 7,	13	48.75
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	15	80.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lot 3,	17	127.05
SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	245.40
Lot 5; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	21	58.87
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	23	40.00

## JACKSON COUNTY—Continued.

*Township 36, Range 3—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	29	480.00
All,	31	656.42
Lots 2, 3; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	102.78
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	100.00

*Township 37, Range 3.*

SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	234.84
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	561.30
N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; Lot 1; South 10 acres of Lot 5,	5	360.23
E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	7	400.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	480.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SW $\frac{1}{4}$ ,	11	320.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ,	13	240.00
All,	15	640.00
All,	17	640.00
All,	21	640.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	280.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	25	80.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	31	555.10

## JACKSON COUNTY—Continued.

*Township 37, Range 3—Continued.*

	Section	Acres
All,	33	640.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	90.00

*Township 38, Range 3.*

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	159.96
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	3	400.76
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	5	240.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	11	550.00
SW $\frac{1}{4}$ ,	13	160.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	200.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of W $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 4, 5,	23	160.67
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	29	40.00
All,	31	637.76
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 7,	33	168.58
W $\frac{1}{2}$ ,	35	320.00



## JACKSON COUNTY—Continued.

*Township 39, Range 3.*

	Section	Acres
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	1	562.00
NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	3	201.49
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	360.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lot 1,	11	254.42
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	13	320.00
E $\frac{1}{2}$ ,	15	320.00
All,	21	640.00
N $\frac{1}{2}$ ,	23	320.00
NE $\frac{1}{4}$ ,	25	160.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	27	520.00
E $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	480.00

*Township 40, Range 3.*

All,	1	639.33
All,	3	640.36
S $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 3, 4; S $\frac{1}{2}$ ,	5	597.90
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	7	582.83
All,	9	640.00
All,	11	640.00

## JACKSON COUNTY—Continued.

*Township 40, Range 3—Continued.*

	Section	Acres
All,	13	640.00
All,	15	640.00
All,	17	640.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	330.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.84
All,	33	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	560.00

*Township 41, Range 3.*

N $\frac{1}{2}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	1	480.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	600.00
All,	5	640.00
All,	7	643.64
All,	9	640.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	600.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	13	273.25
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	15	274.67
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	17	268.58

*Township 32, Range 4.*

Lots 5, 12,	33	78.19
All,	35	791.92

## JACKSON COUNTY—Continued.

*Township 33, Range 4.*

	Section	Acres
All,	1	639.68
All,	3	599.20
S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	80.00
All,	9	640.00
All,	11	640.00
All,	13	659.76
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	560.00
All,	17	640.00
All,	19	629.18
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	480.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	29	280.00
All,	31	626.84
All,	33	640.00
All,	35	640.00

*Township 34, Range 4.*

All,	1	648.44
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	615.32
NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ ,	5	448.10
All,	7	623.44
All,	9	640.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		

## JACKSON COUNTY—Continued.

*Township 34, Range 4—Continued.*

	Section	Acres
S $\frac{1}{2}$ ,	11	600.00
All,	13	640.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	15	190.00
All,	17	640.00
All,	19	624.80
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	21	480.00
All,	23	640.00
All,	25	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	27	560.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	600.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	31	480.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	120.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	510.00

*Township 35, Range 4.*

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	1	160.02
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	241.76



## JACKSON COUNTY—Continued.

## Township 35, Range 4—Continued.

	Section	Acres
N $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	493.56
All,	7	640.08
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	280.00
All,	13	640.00
SE $\frac{1}{4}$ ,	15	160.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	17	600.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	598.20
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	21	40.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	23	600.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	27	80.00
All,	29	640.00
All,	31	638.56
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	33	560.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	600.00

## Township 36, Range 4.

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	539.16
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	320.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	539.52
All,	7	653.22

## JACKSON COUNTY—Continued.

*Township 36, Range 4—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	9	360.00
NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	600.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	400.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	15	200.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	580.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of S $\frac{1}{2}$ ; Lots 3, 4,	19	598.52
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 3, 7, 8, 9, 10,	21	376.63
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	23	440.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 7, 9, 10,	25	225.88
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 9, 12, 14,	27	177.16
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	29	560.00
E $\frac{1}{2}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	31	489.50
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	600.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 5, 35	35	166.70

*Township 37, Range 4.*N  $\frac{1}{2}$  of N  $\frac{1}{2}$ ; SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; SW  $\frac{1}{4}$  of

## JACKSON COUNTY—Continued.

## Township 37, Range 4—Continued.

	Section	Acres
NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	1	277.32
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	3	360.00
All,	5	642.34
All,	7	654.40
All,	9	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ;		
E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	180.00
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	13	80.00
W $\frac{1}{2}$ ,	15	320.00
All,	17	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ;		
E $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE		
$\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of		
NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW		
$\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	19	458.86
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of		
SE $\frac{1}{4}$ ,	21	600.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of		
NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	23	440.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of N $\frac{1}{2}$ ; S $\frac{1}{2}$ ,	27	520.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ;		
S $\frac{1}{2}$ ,	29	600.00
E $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of		
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ of		
NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ of		
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW		
$\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 1, 3, 4, 5,	31	281.33

## JACKSON COUNTY—Continued.

*Township 37, Range 4—Continued.*

	Section	Acres
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	33	600.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	35	560.00

*Township 38, Range 4.*

All,	1	638.40
All,	3	638.64
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	5	400.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	7	80.00
All,	9	640.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ,	11	360.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	13	580.92
N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ,	15	480.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	17	40.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of N E $\frac{1}{4}$ ; W $\frac{1}{2}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lot 3,	19	535.79
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	21	160.00
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	380.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 5,	25	116.56
All,	27	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	29	520.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	31	603.92
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of		



## JACKSON COUNTY—Continued.

*Township 38, Range 4—Continued.*

	Section	Acres
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	520.00
All,	35	646.00

*Township 39, Range 4.*

All,	1	697.40
All,	3	639.77
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 3, 4.	5	358.95
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 2, 4,	7	240.06
All,	9	640.00
All,	11	640.00
All,	13	697.96
All,	15	640.00
All,	17	640.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	559.36
All,	21	640.00
All,	23	640.00
All,	25	699.64
All,	27	640.00
All,	29	640.00
All,	31	662.42
All,	33	665.94
All,	35	671.66

*Township 40, Range 4.*

N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	602.02
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## JACKSON COUNTY—Continued.

*Township 40, Range 4—Continued.*

	Section	Acres
NE $\frac{1}{4}$ ,	3	159.36
SW $\frac{1}{4}$ ,	7	162.84
All,	11	640.00
All,	13	640.00
SE $\frac{1}{4}$ ,	15	160.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	600.00
All,	19	641.04
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	400.00
All,	23	640.00
All,	25	640.00
E $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	400.00
All,	29	640.00
All,	31	642.04
All,	33	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	600.00

*Township 41, Range 4.*

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	1	400.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	3	600.00
All,	5	640.00
All,	7	644.36
All,	9	640.00
NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	11	560.00

## JACKSON COUNTY—Continued.

*Township 41, Range 4—Continued.*

	Section	Acres
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	13	263.72
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	15	259.88
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	17	256.12
		<hr/>
Total, Jackson County,		441,791.15

## KLAMATH COUNTY.

*South of Base Line and East of Willamette Meridian.**Township 38, Range 5.*

	Section	Acres
All,	1	643.00
All,	3	655.00
All,	9	640.00
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; Lots 1, 2, 3, 4,	11	485.00
Lots 1, 2,	13	31.00
All,	15	640.00
All,	21	640.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ;		
Lots 1, 2, 3, 4,	23	542.00
All,	25	640.00

*Township 39, Range 5.*

All,	1	641.00
All,	3	645.00
All,	11	640.00
All,	13	640.00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NW		
$\frac{1}{4}$ of SW $\frac{1}{4}$ ,	17	120.00
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	21	40.00
NW $\frac{1}{4}$ ,	29	160.00
N $\frac{1}{2}$ ,	31	322.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	80.00

*Township 40, Range 5.*

W $\frac{1}{2}$ ,	7	322.00
S $\frac{1}{2}$ ,	23	320.00
All,	25	640.00



## KLAMATH COUNTY—Continued.

*Township 40, Range 5—Continued.*

	Section	Acres
NE $\frac{1}{4}$ of N $\frac{1}{4}$ W $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ; Lots 1, 2, 3, 4,	31	319.00
All,	35	640.00

*Township 41, Range 5.*

All,	1	641.00
All,	3	639.00
All,	5	642.00
All,	7	632.00
E $\frac{1}{2}$ ,	11	320.00
Lots 1, 2,	13	31.00
Lots 1, 2, 3, 4,	15	93.00
Lots 1, 2, 3, 4,	17	87.00

*Township 38, Range 6.*

All,	5	642.00
All,	7	646.00
All,	9	640.00
All,	17	640.00
All,	19	641.00
W $\frac{1}{2}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	400.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	27	80.00
All,	29	640.00
All,	33	640.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	35	320.00

## KLAMATH COUNTY—Continued.

*Township 39, Range 6.*

	Section	Acres
All,	5	627.00
All,	7	647.00
W $\frac{1}{2}$ ,	9	320.00
Lots 1 to 12, inclusive,	15	485.00
All,	17	646.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	19	643.00
W $\frac{1}{2}$ ,	21	320.00

*Township 40, Range 6.*

SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 3, 4, 5, 6,		
7, 8,	1	385.00
S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; Lots 2, 3, 4,	3	187.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; Lots		
3, 4,	5	152.00
All,	11	640.00
All,	13	606.00
All,	23	618.00
All,	27	639.00
All,	31	746.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	120.00
All,	35	633.00

*Township 41, Range 6.*

All,	1	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ;		
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ; S $\frac{1}{2}$		
of SE $\frac{1}{4}$ ,	3	480.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of		

## KLAMATH COUNTY—Continued.

*Township 41, Range 6—Continued.*

	Section	Acres
SE $\frac{1}{4}$ ,	5	600.00
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; Lots 2, 3, 4, 9, 10, 11, 12,	7	513.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	440.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	11	480.00
Lots 1, 2, 3, 4,	13	194.00
Lots 1, 2, 3, 4,	15	181.00
Lots 1, 2, 3,	17	123.00

*Township 40, Range 7.*

All,	3	639.00
All,	5	634.00
N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	7	476.00
All,	9	660.00
All,	11	641.00
NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	15	480.00
All,	17	644.00
All,	19	632.00
All,	21	642.00
W $\frac{1}{2}$ of E $\frac{1}{2}$ ; W $\frac{1}{2}$ ,	23	480.00
All,	27	640.00
All,	29	640.00
All,	31	633.00

## KLAMATH COUNTY—Continued.

*Township 40, Range 7—Continued.*

	Section	Acres
All,	33	640.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	35	443.00

*Township 41, Range 7.*

All,	3	642.00
All,	5	641.00
All,	7	643.00
N $\frac{1}{2}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	9	560.00
NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	11	240.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	15	257.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; Lots 1, 2, 3, 4,	17	224.00

Total, Klamath County,

43,015.00



## WEST SIDE GRANT.

*Act of May 4, A. D. 1870.*

Of the Lands of said West Side Grant, 292.50 acres are situated in the State of Washington; with this exception all of said lands are situated in the State of Oregon.

The counties are arranged in the same order as in the case of the East Side Grant. Thus arranged, they appear in the following order. For convenience, the total number of acres in each county is here stated:

County	State	Acres
Clarke,	Washington,	292.50
Columbia,	Oregon,	17,678.83
Tillamook,	Oregon,	29,741.00
Washington,	Oregon,	15,480.00
Multnomah,	Oregon,	927.00
Yamhill,	Oregon,	1,563.11

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Total, West Side Grant, 65,682.44

## CLARKE COUNTY, WASHINGTON.

*North of Base Line and West of Willamette Meridian.**Township 2, Range 1.*

	Section	Acres
Lot 1,	1	7.00

*North of Base Line and East of Willamette Meridian.**Township 3, Range 1.*

W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	3	80.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	21	120.00
Lot 1,	31	5.50
N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	33	80.00

Total, Clarke County,		292.50
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## COLUMBIA COUNTY, OREGON.

*North of Base Line and West of Willamette Meridian.**Township 3, Range 1.*

	Section	Acres
Lot 2,	21	12.98

*Township 4, Range 1.*

Lots 6, 7,	17	54.90
Lot 3,	19	22.96

*Township 3, Range 2.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	362.58
All,	5	635.90
N $\frac{1}{2}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	7	400.20
NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	9	400.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	11	80.00
W $\frac{1}{2}$ of S W $\frac{1}{4}$ ,	15	80.00
E $\frac{1}{2}$ of S W $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	17	120.00

*Township 4, Range 2.*

All,	7	612.96
N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	27	120.00
All,	29	640.00
All,	31	621.42
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	33	160.00

*Township 5, Range 2.*

All,	31	636.90
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## COLUMBIA COUNTY—Continued.

*Township 3, Range 3.*

	Section	Acres
All,	1	637.86
All,	11	640.00

*Township 4, Range 3.*

Lots 1, 2, 3, 4; S $\frac{1}{2}$ ,	1	512.36
All,	3	660.81
All,	5	667.00
E $\frac{1}{2}$ ,	7	320.00
All,	9	640.00
All,	11	640.00
All,	15	640.00
All,	17	640.00
E $\frac{1}{2}$ ,	19	320.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
E $\frac{1}{2}$ ,	31	320.00
All,	33	640.00
All,	35	640.00

*Township 5, Range 3.*

E $\frac{1}{2}$ ,	31	320.00
All,	33	640.00
All,	35	640.00

Total, Columbia County,

17,678.83



## TILLAMOOK COUNTY, OREGON.

*South of Base Line and West of Willamette Meridian.**Township 1, Range 6.*

	Section	Acres
NE $\frac{1}{4}$ ; S E $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	531.00

*Township 2, Range 6.*

N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	19	200.00
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*Township 3, Range 6.*

All,	7	667.00
All,	19	666.00
All,	31	665.00

*Township 4, Range 6.*

All,	7	662.00
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*Township 1, Range 7.*

S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	23	80.00
NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	280.00
E $\frac{1}{2}$ ,	27	320.00
S $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	31	70.00

*Township 3, Range 7.*

S $\frac{1}{2}$ ,	5	320.00
All,	7	646.00
All,	9	682.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	645.00

## TILLAMOOK COUNTY—Continued.

*Township 3, Range 7—Continued.*

	Section	Acres
All,	21	660.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	644.00
All,	33	640.00
All,	35	640.00

*Township 4, Range 7.*

All,	1	642.00
All,	3	644.00
All,	5	642.00
All,	7	641.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	15	600.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	17	160.00

*Township 1, Range 8.*

Lot 3,	1	24.00
W $\frac{1}{2}$ of W $\frac{1}{2}$ ,	23	160.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	160.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	27	240.00

## TILLAMOOK COUNTY—Continued.

*Township 2, Range 8.*

	Section	Acres
W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	13	80.00
E $\frac{1}{2}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	160.00
W $\frac{1}{2}$ of W $\frac{1}{2}$ ,	27	160.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	33	600.00

*Township 3, Range 8.*

SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	1	240.00
All,	3	650.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	21	560.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	33	640.00
All,	35	640.00

*Township 4, Range 8.*

N $\frac{1}{2}$ of N $\frac{1}{2}$ ; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	1	400.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S $\frac{1}{2}$ ,	3	360.00
E $\frac{1}{2}$ ; E $\frac{1}{2}$ of W $\frac{1}{2}$ ,	9	480.00
All,	11	640.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	13	160.00
N $\frac{1}{2}$ of N $\frac{1}{2}$ ,	15	160.00

Total, Tillamook County,

29,741.00

## WASHINGTON COUNTY, OREGON.

*North of Base Line and West of Willamette Meridian.**Township 2, Range 2.*

	Section	Acres
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	5	40.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of N W $\frac{1}{4}$ ,	7	123.00
N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	80.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	19	120.00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	120.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ,	29	40.00

*Township 3, Range 2.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	520.00
All,	21	640.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	29	600.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	31	601.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	33	40.00

*Township 2, Range 3.*

W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ;	1	523.00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	3	284.00
All,	5	662.00
W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	80.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	11	120.00



## WASHINGTON COUNTY—Continued.

*Township 2, Range 3—Continued.*

	Section	Acres
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	13	120.00
W $\frac{1}{2}$ of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	17	240.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	21	160.00
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	23	40.00

*Township 3, Range 3.*

All,	3	639.00
All,	5	640.00
E $\frac{1}{2}$ ,	7	320.00
All,	9	640.00
N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	13	560.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	15	160.00
NW $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	17	600.00
E $\frac{1}{2}$ ,	19	320.00
E $\frac{1}{2}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of NW $\frac{1}{4}$ ; E $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	21	520.00
N $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	23	440.00
W $\frac{1}{2}$ ; E $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	25	400.00
All,	27	640.00
E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	29	320.00
E $\frac{1}{2}$ ,	31	320.00
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ ; S $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	33	120.00
NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	35	600.00

## WASHINGTON COUNTY—Continued.

*South of Base Line and West of Willamette Meridian.**Township 1, Range 5.*

	Section	Acres
W $\frac{1}{2}$ ,	3	320.00
S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ,	5	160.00
E $\frac{1}{2}$ of E $\frac{1}{2}$ ; N $\frac{1}{2}$ of SW $\frac{1}{4}$ ,	9	240.00
N $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	15	80.00
NE $\frac{1}{4}$ ; S $\frac{1}{2}$ ,	19	482.00
All,	29	640.00
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ,	31	406.00

*Township 1, Range 6.*

E $\frac{1}{2}$ of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ of SE $\frac{1}{4}$ ,	25	120.00
All,	29	640.00

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Total, Washington County, 15,480.00

(None of the above described lands in Township 1 South, Range 5 West, have ever been patented, with the exception of those described as situated in Section 15; but all of said lands are listed in the annual tax return made by the defendant Oregon and California Railroad Company, and are therefore included in this schedule).

## MULTNOMAH COUNTY, OREGON.

*North of Base Line and West of Willamette Meridian.**Township 2, Range 2.*

	Section	Acres
N $\frac{1}{2}$ of NE $\frac{1}{4}$ ; W $\frac{1}{2}$ of NW $\frac{1}{4}$ ,	3	167.00
SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ,	15	40.00

*Township 3, Range 2.*

S $\frac{1}{2}$ of NE $\frac{1}{4}$ ; N $\frac{1}{2}$ of NW $\frac{1}{4}$ ; S $\frac{1}{2}$ of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ ,	27	400.00
N $\frac{1}{2}$ ,	35	320.00

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Total, Multnomah County,		927.00
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YAMHILL COUNTY, OREGON.

*South of Base Line and West of Willamette Meridian.*

*Township 2, Range 6.*

	Section	Acres
All,	21	642.47
E $\frac{1}{2}$ ; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ ,	29	360.00
NW $\frac{1}{4}$ ; W $\frac{1}{2}$ of NE $\frac{1}{4}$ ,	33	240.00

*Township 3, Range 6.*

N $\frac{1}{2}$ ,	5	320.64
		<hr/>
Total, Yamhill County,		1,563.11



## Exhibit L

To his Excellency, the President, and Honorable Senate and House of Representatives of the United States of America:

Your memorialist, the legislative assembly of the State of Oregon, most respectfully represents:

That vast tracts of public lands within Oregon are claimed and held by the Oregon & California Railroad Company, as grantee in succession, under the acts of Congress of the United States of July 25, 1866, and April 10, 1869;

That said tracts are withdrawn from sale, whereby the development and material prosperity of the State is retarded;

That said railroad company, so claiming said lands, has not complied with the terms of said act of April 10, 1869, as to the terms of sale and the quantities of land to be sold;

That said conditions are claimed to inure only to the United States as grantor to the predecessor in alleged interest of said Oregon & California Railroad Company, and have not been complied with; therefore,

Your memorialist most respectfully asks that the Congress of the United States be and hereby is requested to enact such laws and take such steps by resolution, or otherwise, as may be necessary to compel said railroad

company to comply with the conditions of said grant, and to enact and declare some sufficient penalty for noncompliance therewith by way of forfeiture of the grant, or otherwise, as in the wisdom of Congress may seem best.

That the Senators and Representatives in Congress from the State of Oregon and all other land grant states be and they hereby are requested to use their utmost endeavor to procure the needed legislation in the above matter.

That this memorial be forwarded to the President and to Oregon Senators and Representatives in Congress.

## Exhibit M

Schedule showing maps of survey and location filed in the office of the Secretary of the Interior of the United States.

*East Side Line,—Act of July 25, 1866, as amended:*

From East Portland via Salem, to Jefferson on the Santiam River, in Township 10 South, Range 3 West; filed October twenty-ninth, A. D. 1869.

From Jefferson on the Santiam River to the South line of Township 27 South, Range 6 West; filed March twenty-ninth, A. D. 1870.

From the South line of Township 27 South, Range 6 West, to a point in Section 30, Township 30 South, Range 5 West, filed March second, A. D. 1871.

From a point in Section 19, Township 27 South, Range 5 West, to the North line of Section 33, Township 34 South, Range 6 West; filed 1882, amending *pro tanto* prior maps filed.

From the North line of Section 33, Township 34 South, Range 6 West to the North line of Section 30, Township 40 South, Range 2 East; filed 1883.

From the North line of Section 30, Township 40 South, Range 2 East, to the Southern boundary line of the State of Oregon, in Section 13, Township 41 South, Range 1 East, connecting with the line of the California and Oregon Railroad Company; filed August twentieth, A. D. 1884.

*West Side Line,—Act of May 4, 1870.*

From Portland to Forest Grove, a distance of approximately twenty miles, and thence southerly a distance of approximately twenty-seven and one-half miles to a point on the Yamhill River near McMinnville; filed May twenty-ninth, A. D. 1871.



## Exhibit N

Schedule showing construction of the several sections of the railroad and telegraph lines.

*East Side Line,—Act of July 25, 1866, as amended:*

The first section of twenty miles commencing at East Portland and extending to the mouth of Parrot Creek, constructed prior to the twenty-fourth day of December, A. D. 1869; examined by Commissioners appointed therefor and favorably reported on January nineteenth, A. D. 1870, and report approved and accepted January twenty-ninth, A. D. 1870;

The second, third and fourth sections commencing at the twentieth mile post and extending to the eightieth mile post constructed A. D. 1870, examined by commissioners appointed therefor and favorably reported, and report approved and accepted February twenty-eighth, A. D. 1871;

The fifth and sixth sections commencing at the eightieth mile post and extending to the one hundred and twentieth mile post, constructed A. D. 1871, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted March eleventh, A. D. 1872;

The seventh, eighth and ninth sections beginning at a point in the northwest quarter of Section 23, Township 17 South, Range 4 West, and extending to a point near Roseburg in the southeast quarter of Section 24, Township 27 South, Range 6 West, a distance of 77.3668

miles, constructed A. D. 1872, examined by Commissioners appointed therefor and favorably reported July tenth, A. D. 1878, and report approved and accepted July eleventh, A. D. 1878;

The tenth section beginning at said point in the southeast quarter of Section 24, Township 27 South, Range 6 West, and extending to a point in Section 19, Township 31 South, Range 7 West, a distance of 45 miles, constructed A. D. 1881 and 1882, examined by Commissioners appointed therefor and favorably reported and report approved and accepted August twenty-ninth, A. D. 1883;

The eleventh section commencing at said point 45 miles southerly from Roseburg, and extending to a point one and one-quarter miles southerly from Ashland, a distance of 100 miles, constructed A. D. 1883, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted January twenty-ninth, A. D. 1887;

The twelfth section commencing at said point one and one-quarter miles southerly from Ashland, and extending thence southerly a distance of 24.135 miles, and terminating on the boundary line between the States of Oregon and California, at a point in the south line of fractional Section 14, Township 41 South, Range 1 East, constructed A. D. 1887, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted November eighth, A. D. 1889;

*West Side Line,—Act of May 4, 1870:*

The first section of twenty miles extending from the City of Portland to a point near the village of Forest Grove, constructed and completed A. D. 1871, examined by Commissioners appointed therefor and favorably reported during the month of January, A. D. 1872, and report approved and accepted February sixteenth, A. D. 1872;

The second section extending from the terminus of the section last described, southerly to a point on the Yamhill River near the village of McMinnville, a distance of approximately twenty-seven and one-half miles, constructed A. D. 1872, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted June twenty-third, A. D. 1876.

## Exhibit O

Schedule showing amount of land patented, compiled by years, separately stated as to each land grant.

*East Side Grant, Act of July 25, A. D. 1866, as amended;*

Year.	Acres.
1871 .....	152,834.67
1872 .....	69,061.63
1876 .....	14,629.67
1877 .....	86,622.71
1893 .....	292,486.90
1894 .....	382,352.95
1895 .....	558,718.40
1896 .....	709,769.99
1897 .....	37,231.93
1898 .....	70,014.02
1899 .....	150,944.30
1900 .....	42,841.33
1901 .....	60,466.60
1902 .....	36,166.20
1903 .....	36,438.08
1904 .....	39,239.08
1905 .....	25,758.67
1906 .....	20.00
<hr/>	
Total, .....	2,765,597.13



*West Side Grant, Act of May 4, 1870:*

Year.	Acres.
1895 .....	93,079.00
1896 .....	32,288.24
1897 .....	2,388.00
1898 .....	72.75
1899 .....	520.00
1903 .....	270.14

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Total, ..... 128,618.13

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East Side Grant, ..... 2,765,597.13

West Side Grant, ..... 128,618.13

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Total both grants, ..... 2,894,215.26

## Exhibit P

*Schedule of suits involving certain of said unsold lands, referred to in paragraph XX hereof.*

The defendants in each of said suits are identical, to-wit: Oregon and California Railroad Company, Stephen T. Gage, and Union Trust Company, being also defendants herein. All of said suits are pending in The Circuit Court of the United States for the District of Oregon, and involve lands situated in the State of Oregon, excepting in the case of the suit of Roy W. Minkler, which last named suit is pending in The Circuit Court of the United States for the Western District of the State of Washington, and involves lands situated in the State of Washington. Townships and Ranges are designated with reference to the Willamette meridian and the base line thereof.

*Suits affecting lands of the East Side Grant, Act of July 25, A. D. 1866, as amended:*

### Court

No.	Complainant.	Instituted.	Lands Involved.
3289	Sidney Ben Smith,	April 7, 1908,	NE $\frac{1}{4}$ Section 27, Township 20 South, Range 1 West.
3290	Orrin J. Lawrence,	April 7, 1908,	NE $\frac{1}{4}$ Section 17, Township 20 South, Range 1 West.
3294	Robert G. Balderree,	April 10, 1908,	NW $\frac{1}{4}$ Section 35, Township 20 South, Range 1 West.

## Court

No.	Complainant.	Instituted.	Lands Involved.
3296	Oscar E. Smith,	April 16, 1908,	SE $\frac{1}{4}$ Section 27, Township 20 South, Range 1 West.
3298	Egbert C. Lake,	April 21, 1908,	NE $\frac{1}{4}$ Section 35, Township 20 South, Range 1 West.
3307	C. W. Sloat,	May 11, 1908,	SW $\frac{1}{4}$ Section 27, Township 20 South, Range 1 West.
3310	John H. Haggett.	May 13, 1908,	NW $\frac{1}{4}$ Section 11, Township 1 South, Range 5 East.
3311	Chas. W. Mead,	May 13, 1908,	SE $\frac{1}{4}$ Section 3, Township 1 South, Range 5 East.
3315	William Otterstrom,	May 22, 1908,	SW $\frac{1}{4}$ Section 11, Township 1 South, Range 5 East.
3316	Angus MacDonald,	May 22, 1908,	NE $\frac{1}{4}$ Section 15, Township 1 South, Range 5 East.
3317	John T. Moan,	May 22, 1908,	NW $\frac{1}{4}$ Section 15, Township 1 South, Range 5 East.
3321	Jesse F. Holbrook,	May 27, 1908,	SE $\frac{1}{4}$ Section 17, Township 20 South, Range 1 West.

Court

No.	Complainant.	Instituted.	Lands Involved.
3327	Janes C. O'Neill,	June 12, 1908,	SE $\frac{1}{4}$ Section 5, Township 1 South, Range 6 East.
3331	Joseph D. Hadley,	June 18, 1908,	NE $\frac{1}{4}$ Section 7, Township 1 South, Range 6 East.
3332	Henry C. Ott,	June 18, 1908,	NW $\frac{1}{4}$ (or Lots 1 and 2, and E $\frac{1}{2}$ of NW $\frac{1}{4}$ ) Section 7, Township 1 South, Range 6 East.
3333	Fred L. Freebing,	June 18, 1908,	NW $\frac{1}{4}$ (or Lots 3 and 4, and S $\frac{1}{2}$ of NW $\frac{1}{4}$ ) Section 1, Township 1 South, Range 5 East.
3335	A. E. Haudenschield,	June 22, 1908,	SW $\frac{1}{4}$ Section 23, Township 20 South, Range 1 West.
3336	William Cain,	June 29, 1908,	NE $\frac{1}{4}$ (or fractional NE $\frac{1}{4}$ , or Lots 1 and 2, and S $\frac{1}{2}$ of NE $\frac{1}{4}$ ) Section 1, Township 1 South, Range 5 East.
3337	R. T. Aldrich,	July 3, 1908,	NE $\frac{1}{4}$ Section 13, Township 1 South, Range 5 East.



## Court

No.	Complainant.	Instituted.	Lands Involved.
3346	Alexander Fauske,	July 28, 1908,	W $\frac{1}{2}$ of NW $\frac{1}{4}$ Section 21, Township 6 South, Range 2 East.
3347	S. H. Montgomery,	July 31, 1908,	SW $\frac{1}{4}$ Section 25, Township 20 South, Range 1 West.
3348	W. A. Noland,	July 31, 1908,	NW $\frac{1}{4}$ Section 25, Township 20 South, Range 1 West.
3349	F. M. Rhoades,	August 13, 1908,	W $\frac{1}{2}$ of SE $\frac{1}{4}$ and E $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 27, Township 22 South, Range 6 West.
3350	Francis Wiest,	August 14, 1908,	SE $\frac{1}{4}$ Section 23, Township 4 South, Range 5 East.
3353	Cordelia Michael,	August 18, 1908,	NW $\frac{1}{4}$ Section 21, Township 4 South, Range 5 East.
3354	John B. Wiest,	August 18, 1908,	SW $\frac{1}{4}$ Section 23, Township 4 South, Range 5 East.
3355	Cyrus Wiest,	August 18, 1908,	NE $\frac{1}{4}$ Section 35, Township 4 South, Range 5 East.

## Court

No.	Complainant.	Instituted.	Lands Involved.
3356	John Wiest,	August 18, 1908,	NW $\frac{1}{4}$ Section 23, Township 4 South, Range 5 East.
3357	Thomas Manley Hill,	Aug 18, 1908,	SW $\frac{1}{4}$ Section 21, Township 4 South, Range 5 East.
3358	C. P. Wells,	August 18, 1908,	NE $\frac{1}{4}$ Section 31, Township 7 South, Range 7 West.
3359	I. H. Ingram,	August 18, 1908,	NW $\frac{1}{4}$ of SW $\frac{1}{4}$ ; S $\frac{1}{2}$ of S W $\frac{1}{4}$ ; and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ , Section 31, Town- ship 7 South, Range 7 West.
3360	Otto Nelson,	August 18, 1908,	SE $\frac{1}{4}$ Section 21, Township 4 South, Range 5 East.
3361	L. G. Reeves,	August 18, 1908,	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ ; N $\frac{1}{2}$ of SE $\frac{1}{4}$ ; and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ , Section 31, Town- ship 7 South, Range 7 West.
3362	W. W. Wells,	August 18, 1908,	NW $\frac{1}{4}$ Section 31, Township 7 South, Range 7 West.

## Court

No.	Complainant.	Instituted.	Lands Involved.
3363	Marvin Martin,	August 19, 1908,	NE $\frac{1}{4}$ Section 3, Township 15 South, Range 2 West.
3364	Jasper L. Hewitt,	August 21, 1908,	E $\frac{1}{2}$ of NW $\frac{1}{4}$ , Section 25, Township 3 South, Range 4 East.
3366	B. L. Porter,	August 22, 1908,	NE $\frac{1}{4}$ Section 27, Township 4 South, Range 5 East.
3367	Frank Wells,	August 22, 1908,	W $\frac{1}{2}$ of SE $\frac{1}{4}$ and E $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 17, Township 4 South, Range 5 East.

*Suits Affecting Lands of the West Side Grant, Act of May 4, 1870.*

## Court

No.	Complainant.	Instituted.	Lands Involved.
3184	John L. Snyder,	September 16, 1907,	SE $\frac{1}{4}$ Section 17, Township 4 North, Range 3 West.
3215	Julius F. Prah,	November 14, 1907,	SW $\frac{1}{4}$ Section 17, Township 4 North, Range 3 West.
3221	Albert E. Thompson,	November 27, 1907,	SE $\frac{1}{4}$ Section 27, Township 4 North, Range 3 West.

## Court

No.	Complainant.	Instituted.	Lands Involved.
3222	James Barr,	November 27, 1907,	E $\frac{1}{2}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$ , Section 9, Township 4 North, Range 3 West.
3223	Fred Witte,	December 2, 1907,	SW $\frac{1}{4}$ Section 25, Township 4 North, Range 3 West.
3243	W. A. Anderson,	January 21, 1908,	SW $\frac{1}{4}$ Section 5, Township 4 North, Range 3 West.
3244	W. H. Anderson,	January 21, 1908,	NE $\frac{1}{4}$ Section 5, Township 4 North, Range 3 West.
3245	O. M. Anderson,	January 21, 1908,	NW $\frac{1}{4}$ Section 5, Township 4 North, Range 3 West.
3254	F. E. Williams,	January 30, 1908,	NW $\frac{1}{4}$ Section 21, Township 4 North, Range 3 West.
3255	Paul Birkenfeld,	January 30, 1908,	SE $\frac{1}{4}$ Section 15, Township 4 North, Range 3 West.
3257	J. H. Lewis,	February 6, 1908,	W $\frac{1}{2}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 9, Township 4 North, Range 3 West.



## Court

No.	Complainant.	Instituted.	Lands Involved.
3273	Francis S. Wiser,	March 23, 1908,	NW $\frac{1}{4}$ Section 27, Township 4 North, Range 3 West.
3261	W. E. Anderson,	March 4, 1908,	SE $\frac{1}{4}$ Section 5, Township 4 North, Range 3 West.
3274	Albert Arms,	March 23, 1908,	NE $\frac{1}{4}$ Section 35, Township 4 North, Range 3 West.
3275	Joseph A. Maxwell,	March 23, 1908,	NE $\frac{1}{4}$ Section 27, Township 4 North, Range 3 West.
3282	Isaac McKay,	March 30, 1908,	SE $\frac{1}{4}$ Section 21, Township 4 North, Range 3 West.
3306	J. R. Peterson,	May 7, 1908,	NE $\frac{1}{4}$ Section 21, Township 4 North, Range 3 West.
3312	D. MacLafferty,	May 18, 1908,	NE $\frac{1}{4}$ Section 25, Township 4 North, Range 3 West.
3313	Edgar MacLafferty,	May 18, 1908,	SE $\frac{1}{4}$ Section 25, Township 4 North, Range 3 West.
3322	V. V. McAboy,	June 1, 1908,	NE $\frac{1}{4}$ Section 7, Township 4 North, Range 3 West.

Court

- | No.  | Complainant.              | Instituted.      | Lands Involved.  |
|------|---------------------------|------------------|--|
| 3323 | George C. MacLafferty,    | June 2, 1908,    | NW $\frac{1}{4}$ Section 25,<br>Township 4 North,<br>Range 3 West. |
| 3326 | George Edgar MacLafferty, | June 8, 1908,    | NE $\frac{1}{4}$ Section 1,<br>Township 3 North,<br>Range 3 West.  |
| 3329 | E. L. MacLafferty,        | June 17, 1908,   | NW $\frac{1}{4}$ Section 1,<br>Township 3 North,<br>Range 3 West.  |
| 3330 | B. N. MacLafferty,        | June 17, 1908,   | SE $\frac{1}{4}$ Section 1,<br>Township 3 North,<br>Range 3 West.  |
| 3338 | Enos M. Fluhrer,          | July 15, 1908,   | SE $\frac{1}{4}$ Section 31,<br>Township 5 North,<br>Range 2 West. |
| 3351 | F. W. Floeter,            | August 17, 1908, | NE $\frac{1}{4}$ Section 19,<br>Township 4 North,<br>Range 3 West. |
| 3369 | S. Shryock,               | August 24, 1908, | SW $\frac{1}{4}$ Section 21,<br>Township 4 North,<br>Range 3 West. |

WASHINGTON (WESTERN DISTRICT).

- |      |                 |               |  |
|------|-----------------|---------------|--|
| 1370 | Roy W. Minkler, | May 14, 1908, | N $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec-<br>tion 33, Township<br>3 North, Range 1<br>East. |
|------|-----------------|---------------|--|

UNITED STATES OF AMERICA, }  
District of Oregon, } ss.

On this fourth day of September, A. D. 1908, before me personally appeared the above named B. D. Townsend, who, being duly sworn, deposes and says that for more than one year last past he has been, and now is, the duly appointed, qualified and acting Special Assistant United States Attorney for the District of Oregon; that as such Special Assistant United States Attorney, and under the direction and authority of the Attorney-General of the United States, he personally conducted the investigation of the subject of the foregoing bill of complaint, mentioned in paragraph XIII thereof, and subscribed the foregoing bill of complaint; that he has read the foregoing bill of complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters he believes it to be true.

B. D. TOWNSEND.

Subscribed and sworn to before me this fourth day of September, A. D. 1908.

J. W. MARSH,

(Seal). Deputy Clerk United States Circuit Court.

(Endorsed)

## BILL OF COMPLAINT

Filed Sept. 4, 1908

G. H. MARSH, Clerk

## INDEX OF EXHIBITS

Exhibit.	Document.	Page.
A	Articles of Incorporation of the Oregon and California Railroad Company,	89
B	Conveyance, East Side Company to Oregon and California Railroad Company, dated March 29, 1870,	93
C	Conveyance, West Side Company to Oregon and California Railroad Company, dated October 6, 1880,	126
D	Trust Deed, Oregon and California Railroad Company to Villard et al., (securing preferred stockholders), dated June 2, 1881,	134
E	Contract between Oregon and California Railroad Company, stockholders, bondholders, Southern Pacific Company et al., dated March 28, 1887,	166
F	Contract of lease, Oregon and California Railroad Company and Southern Pacific Company, dated July 1, 1887,	185
G	Supplemental contract of lease, Oregon and California Railroad Company and Southern Pacific Company, dated August 1, 1893	189



## INDEX OF EXHIBITS—Continued

H	Mortgage Deed, Oregon and California Railroad Company to Union Trust Company, dated July 1, 1887,	197
I	Mortgage Deed, Oregon and California Railroad Company to Villard et al., (securing bond issue), dated June 1, 1881,	224
J	Schedule of sales of lands,	260
K	Schedule of unsold lands:	
	East Side Grant,	273
	West Side Grant,	508
L	Memorial of Legislature of Oregon to the President and Congress,	520
M	Schedule of maps of survey and location,	522
N	Schedule of construction of the several sections of the railroad and telegraph lines,	524
O	Schedule of patents issued,	527
P	Schedule of suits involving certain of the unsold lands, mentioned in paragraph XX,	529

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Index for the entire Transcript will be found in back of last volume together with Errata sheet.





